



**SPECIAL JOINT CITY COUNCIL AND PLANNING COMMISSION WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
OCTOBER 10, 2017
6:00 PM**

Call to order

1. 494 Corridor Plan

Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

October 5, 2017

Council Memorandum No. 93

Planning Commission Memorandum No. 10

The Honorable Mayor
And
Members of the City Council

Members of the Planning Commission
City of Richfield

Subject: 494 Corridor Plan

Council Members and Planning Commissioners:

On July 25, 2017, the City Council, HRA, and Planning Commission heard a proposal for a new Jaguar / Land Rover dealership in the 494 Corridor. At that meeting, staff indicated that the proposal would not be in keeping with the mixed-use vision that the Comprehensive Plan describes for this area, given that there are already a number of vehicle dealerships in the corridor (Honda, Mitsubishi, BMW Motorcycle, and Audi). Staff heard from a number of policy makers that they were not certain of the vision for this area and wanted to think carefully about the future of the corridor before weighing-in on specific proposals.

This work session will provide staff and policy makers with time to discuss the existing plan for the 494 Corridor, the potential impact of individual developments on the Corridor as a whole, and whether or not additional study of this area is desired. Staff has met with the city's Comprehensive Plan consultant (SRF Consulting) to discuss the possibility of adding further study of the 494 Corridor to the current work plan and will have an update at the work session. The following excerpts from the I-494 Corridor Land Use Plan are provided for your review, along with the attached copy of the Plan in its entirety.

I-494 Corridor Land Use Plan excerpts:

- The vision is aimed at helping the community shape future development in the corridor to be more unique and identifiable, urban in character, pedestrian-friendly, economically sustainable and ultimately, more livable (pg. 1).
- The corridor is envisioned as an exciting and complete community that is self-sufficient, with a diversity and range of affordability of housing types, shops, services, and amenities typical of many traditional "urban villages." The Richfield I-494 Corridor offers a tremendous opportunity to create a vibrant and unique urban village, complete with diverse and affordable housing choices, shops, services, offices, restaurants, hotels, and park spaces for its residents. (pg. 1-2)
- One of the hallmark strategies of the plan calls for the creation of a unique district identity that will positively distinguish the Richfield I-494 corridor from its

neighboring areas...It should not look like a collection of standalone, single-use buildings that take advantage of its strategic location, but a place filled with variety, vitality and greenery. (pg. 2)

- The mixed use designation supports the idea that these nodes continue to develop in a manner that integrates several uses in a vertical and horizontal pattern, integrating ground level retail with upper story residential and/or office uses. (pg. 2)
- Promoting future mixed-use development in the corridor is critical to creating a vibrant, urban village because it produces the density, variety and ground level activity needed to encourage a pedestrian-friendly environment. Moreover, mixing residential and commercial uses adds vitality to neighborhoods by extending street activity beyond the typical nine-to-five work day. It's this activity that will create a sense of place within the corridor and provide the interest that will encourage pedestrian use. (pg.4)

Respectfully submitted,



Steven L. Devich
City Manager

SLD:mdp

Email: Assistant City Manager
Department Directors
Asst. Community Development Director

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I-494 /Corridor Land Use Plan

Purpose

The I-494 Corridor Land Use Plan is founded in the patterns of Richfield's past, an understanding of its current conditions and opportunities, and a look into possible futures. This plan is more a prescription for desired change, than an explicit solution; it recognizes existing assets, qualities and character, and strives to add new features that can fulfill the community's vision for a unique and economically viable place where people live, work, play and shop.

This kind of change will not happen overnight and it will not likely happen on its own. The plan envisions a pace of incremental change over a period of twenty years or more. The existing land use pattern did not appear in the corridor overnight; rather, it has taken years or even decades, for those patterns to become evident, and it will likely take years or decades to achieve the vision the community has articulated. To move forward, it is important that the community commit itself to a sense of planned evolution. It will also take a commitment of continued partnerships, without which the vision may not be realized.

The vision is aimed at helping the community shape future development in the corridor to be more unique and identifiable, urban in character, pedestrian-friendly, economically sustainable and ultimately, more livable. Central components of this vision plan include the definition of a land use plan and recommendations for future development in the corridor. Elements in the plan should be used to frame regulatory tools, such as zoning overlays or ordinances, to convey what is desired for public improvements, and to convey the community's goals for a desired development pattern to prospective developers, investors, property owners, architects and planners.

Vision

The Richfield/I-494 Corridor is envisioned as an exciting and complete community that is self-sufficient, with a diversity and range of affordability of housing types, shops, services, and amenities typical of many traditional "urban villages". Traditional urban villages have long enjoyed the benefits of having compact, walkable centers that offered resident's places to live, work, shop, and dine. Often, the identity of these neighborhoods was established by the scale, character and set of uses in these centers. Urban villages typically include multiple story buildings that are more densely developed than the surrounding neighborhoods achieving a greater mix of land uses and drawing more pedestrian activity.

One of the benefits of mixed-use urban villages is that they offer new choices in a supportive environment. This appeals to a sizable segment of the population that seeks convenient transportation to work, a pedestrian friendly environment, and proximity to entertainment, restaurants and other amenities provided in these mixed-use villages. Similar forces attracting young professionals to these living environments are motivating the empty nester generation of baby boomers. Studies indicate that many will pay a premium to live in a vibrant, attractive mixed-use center.

More densely developed villages also benefit the region as the compact development patterns typical of them consolidates growth and diminishes the effects of sprawl on the metro area. Walkable neighborhoods and urban centers are emerging as socially desirable, environmentally sound, and economically affordable and profitable. Once segregated land uses are being connected by strategic mixed-use projects on infill and redevelopment sites. Richfield is adjacent to millions of square feet of regional shopping, jobs, an international airport, major transportation systems and nearby natural amenities. The Richfield/I-494 Corridor offers a tremendous opportunity to create a vibrant and unique urban village,

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complete with diverse and affordable housing choices, shops, services, offices, restaurants, hotels, and park spaces for its residents.

Plan Components

Several key strategies are promoted to achieve the plan's vision of creating a vibrant urban village environment, including the following:

District Identity

One of the hallmark strategies of the plan calls for the creation of a unique district identity that will positively distinguish the Richfield I-494 corridor from its neighboring areas. Where that occurs is primarily along the edges of the corridor and at key nodes, or gateways. The overall goal of the plan is to create a place that is identified by its garden theme and mix of building types, sizes and uses. It should not look like a collection of stand alone, single-use buildings that take advantage of its strategic location, but a place filled with variety, vitality and greenery. Few places like this exist in the metro area today.

The Interstate-494 edge should read like a rich and green landscaped border with a handsome mix of building types peering above. These buildings should include upper story residences and offices, designed to create a sophisticated skyline with surrounding views for its inhabitants. The plan proposes a landscaped buffer along the south border of the corridor to create the garden edge.

The plan anticipates future reconstruction and improvements along I-494 as proposed by the Minnesota Department of Transportation (MnDOT), suggesting mixed-use nodes as gateways into and through the district at key intersections located along the corridor. Lyndale and Portland Avenues will be the primary full intersections under the future MnDOT plans. These intersections are seen as critical sites and gateway opportunities to create a sense of place by encouraging a

greater mix of land use and building density that may attract users from the larger metro region for shopping, working and/or living needs. Nicollet and 12th Avenue nodes are also seen as significant places to create district identity on more of a community level. Here, mixed-use buildings with ground level retail serving the local community, with residences and office above are envisioned.



Public art can help establish district identity.

Compact Mixed-Use Development Patterns

Mixed-use development refers to the integration of residential, commercial, retail, employment, civic, recreational, and educational uses; the integration is accomplished in such a way as to reduce traffic congestion and contain urban sprawl. The mix of land uses in a compact area not only supports and enhances each element in the development but also provides residents a rich and diverse environment in which to live, work, shop, play and learn.

The recommended land use plan (Exhibits D-7a – D-7d) for the Richfield/I-494 Corridor identifies mixed use areas at the primary nodes located at Lyndale, Nicollet, Portland and 12th Avenues. The mixed use designation supports the idea that these nodes continue to develop in a manner that integrates several uses in a vertical and horizontal pattern, integrating ground level retail with upper story residential and/or office uses.

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Mixed Use – residential over retail service uses.



Mixed Use – office and health club over retail uses.



Mixed Use – residential over retail and entertainment.

Housing Diversity

Housing is the cornerstone of developing new residential and supporting existing residential neighborhoods in the corridor. The Richfield community has expressed a desire for a range of affordable housing options to meet the demands of a diverse population and life cycle changes. There are many benefits to including a mix of housing types in any future development scheme in the Richfield/I-494 corridor:

- One, it provides living options for those of diverse economic and social backgrounds seeking an urban lifestyle with easy access to surrounding amenities such as premier shopping and working environments and major transportation systems such as the adjacent interstate and the Mpls/St. Paul International Airport;
- Two, a neighborhood that offers a balanced mix of housing types and prices mirrors the community. A variety of building types, plans, and prices enhances value by broadening the market for development, increasing absorption while creating an attractive, aesthetically diverse neighborhood. Studies have indicated that the addition of new housing choices increases the value of all homes. Many buyers will pay a premium for urban living options set in a diverse community. Richfield meets its housing goals and objectives when the choices also address lower income and workforce housing needs;
- Three, multiple generations are choosing to live near each other. Instead of being isolated in retirement communities, many older people prefer to live in the same area as their children and grandchildren, creating more demand for multi-family housing, and;
- Four, offering a diverse mix of housing types and densities can help achieve

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the regional goal of containing urban sprawl and providing growth opportunities within the City of Richfield.

The future land use plan suggests primarily housing uses located between the mixed use nodes with some housing mixed into those nodes located at Nicollet and 12th Avenues. Many of these sites already contain a mix of multi-family housing. Future development on these sites should continue this trend and incorporate new building technologies and development patterns that utilize courtyards, open space connections and structured parking in order to provide greater densities.

Pedestrian-Friendly Environment

Promoting future mixed-use development in the corridor is critical to creating a vibrant, urban village because it produces the density, variety and ground level activity needed to encourage a pedestrian-friendly environment. Moreover, mixing residential and commercial uses adds vitality to neighborhoods by extending street activity beyond the typical nine-to-five work day. It's this activity that will create a sense of place within the corridor and provide the interest that will encourage pedestrian use.



The plan strives to create a pedestrian friendly environment.

The presence of people should be the litmus test to determine if the Richfield/I-494 Corridor has been successfully planned and designed. This should be a hallmark of the district's

identity. Shop windows should invite passers by and restaurants and cafes should spill out onto the sidewalks with activity. People of all ages and types should feel comfortable walking, shopping, living, working and playing in the district.

To achieve the goal of creating a pedestrian-friendly environment, the plan promotes the following strategies:

- Promote the design of buildings that vertically mix uses and front streets with entries and interesting shop windows incorporated into the buildings ground level to lure pedestrian activity, particularly at key gateways.
- Avoid blank spaces along sidewalks that interrupt the level of pedestrian interest such as surface or structured parking facilities or service areas. Instead, promote the continuity of a strong and interesting building edge along key sidewalks.
- 77th Street should be seen as a district edge and a great street to be addressed with active building uses and a well designed streetscape.
- Design a streetscape system that incorporates elements designed to encourage pedestrian use such as street trees, wide sidewalks, seating, pedestrian-scaled light fixtures, bike parking, signage, trash receptacles, and transit shelters.
- Provide pedestrian connections within the corridor, as in the form of a pedestrian-scaled trail or sidewalk system internal to development sites or to destinations off-site by improving the safety and visibility of crosswalks at key intersections, particularly at Lyndale, Nicollet, Portland and 12th Avenues.

Public Spaces

One of the key features of successful communities is the variety of attractive public

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and pedestrian spaces they contain. Public spaces consist of parks and open spaces, plazas, trails and streets. These places provide the public realm for everyday social life. Future development activity in the Richfield/I-494 Corridor will create a need to integrate more open, green space, trails and pedestrian-friendly streets to enhance the livability for workers, residents and visitors. Securing the land for open space and constructing new parks in the corridor may be difficult due to the relatively high cost of land values.

The City will need to monitor growth in the corridor and balance increased density with open space needs. As growth in the corridor evolves, sites should be identified for potential open space acquisition or incentives should be considered to ensure open space is developed as a component of increased housing development.

Alternative Modes of Transportation

“Location, location, location” is still the mantra of real estate, but as traffic and congestion erode people’s quality of life, the marketplace is reevaluating the definition of what is a premium location. While people still value convenient access to freeways, airports, and regional trail systems, more and more, people are looking to live in places where job opportunities, shops and services are within easy walking distance. Walkability is enhanced by wide sidewalks, convenient and safe pedestrian crossings, and pedestrian connections between neighborhoods. When such an environment is layered with transit options, livability is further enhanced because people are presented with additional choices for mobility. The most successful communities of the future will be those that understand the importance of mobility choices and the choices that residents are willing to make to recapture their commuting time.

77th Street should be seen as a primary transit route, providing east/west access through the corridor. The west anchor is Edina’s

Southdale/Centennial Lakes area. The east anchor is Bloomington’s Mall of America. Transit lines along the cross avenues should also be addressed where they intersect with 77th Street. Easy access, visibility, transit identity, signage, shelter and seating should be promoted at each bus stop. Specific transit stop locations should be coordinated with Metro Transit in order to incorporate transit improvements with future development projects. In addition, bike routes that intersect with transit routes should be provided with safe and accessible bicycle parking facilities and informational signage.

Parking

While parking is critical to the success of any future development in the corridor, it should not be a dominant land use seen from the public environment. Parking should be configured and located to insure that buildings and pedestrian areas are the focus of the corridor. The following recommendations are made with regards to parking in the corridor:

- Parking should be located behind or beneath buildings. Minimal parking should be located alongside buildings.
- Underground or structured parking within each block should be encouraged to achieve greater density and reduce the amount of surface parking seen within the corridor.
- Parking lots at street corners should be prohibited. An exception to this rule would allow for a parking structure to be located at the intersection with ground level uses within the structure that support pedestrian activity.
- Parking maximum ratios, rather than minimum ratios, should be applied within the district to encourage more use of transit services and to reduce excess parking.
- Encourage the development of uses that creatively share parking by time of day

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amongst a variety of uses in order to reduce the total amount of land dedicated to parking.

- Surface parking areas should be screened from the sidewalk and/or adjacent residential uses.
- On-street parking is encouraged whenever feasible. Alongside 77th Street, it may be necessary to create on-street parking by acquiring additional right of way and building on-street parallel parking lanes along the south side of the roadway.



Parking needs to be convenient and visually attractive.

Applying Green Community Concepts

Utilizing green community concepts in the I-494 corridor will lead to healthy, sustainable, and affordable environments for living, working, and recreating. Paying particular attention to where and how buildings are sited, designed, and operated can minimize negative impacts on the natural environment and human health. Using quality products and superior technology while paying attention to natural systems can create durable, efficient, and sustainable buildings that will remain healthy and vibrant for generations to come. The following green community principles should be encouraged in new development within the I-494 corridor:

- Optimize site potential – Use sites to their fullest potential by increasing density, creating opportunities for alternative transportation (public transit, walking, cycling), considering microclimate effects on buildings, and using native species in landscape plantings.
- Protect and conserve water and soil – Stormwater runoff should be minimized and managed through a stormwater runoff plan. To reduce water consumption, consider the use of water-conserving appliances, fixtures, and landscaping. Steps should be taken to minimize the loss of soil and sediment during construction and occupancy to reduce storm-water sediment and air pollution.
- Minimize energy consumption – Reduce energy consumption by taking advantage of natural heating, cooling and day lighting, and by using energy efficient appliances (Energy Star), equipment and lighting.
- Enhance indoor environmental quality – Given the amount of time spent indoors, indoor environmental quality proves especially important to human health. To create a healthy indoor environment for occupants, consider the use of non-toxic materials, ventilation and exhaust systems, and moisture control products and systems.
- Use environmentally preferable materials & resources – Consider the use of materials healthy for both occupants and the environment such as locally produced, salvaged and/or remanufactured materials, products with recycled content or from renewable sources, materials that can be recycled or reused, and low VOC-emitting materials.
- Reduce waste – Reduce and manage wastes generated during the construction process and operation of buildings. When demolition occurs, consider the sorting and recycling of leftover materials and debris.
- Optimize operations and maintenance – Inform and educate building occupants as to what they can and need to do to maintain and improve their green community.

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Consider ongoing support and shared services.

Land Use Types

The Proposed Land Use Plan recommends land uses and locations that will promote strategies established in the future vision for the corridor. While many of the land use types may include a mix of uses, whether horizontally or vertically mixed, the following land use types promote a primary use type located within specific areas. The following land use types are proposed:

Regional Commercial (RC)

The Regional Commercial land use designation implies that the primary land uses located within this area be commercial uses attracting users from the larger metropolitan region. Examples of uses located in this category might be large-scale anchor retail tenants, mid-sized retailers or a collection of specialty retail tenants fashioned in a lifestyle center. These land use types are located at Lyndale Avenue and where I-494 and Cedar Avenue intersect.



Regional Commercial example.



Regional Commercial example.

Regional Commercial/Office (RC/O)

The Regional Commercial/Office designation would suggest more of the types of tenants mentioned above for RC plus the presence of office uses, perhaps located above retail uses or situated in stand-alone building developments. These land use types are located at the Lyndale and Portland Avenue nodes. Residential uses are also expected to be part of the RC/O district.

Community Commercial/Office (CC/O)

The Community Commercial/Office land use category would include retail uses, shops, services and office uses that cater primarily to the local community. Multi-family residential uses may also be located within this zone as part of a mixed-use development. These land use types are located at the Nicollet and 12th Avenue nodes.

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Office (O)

Community Commercial example,

The primary land use envisioned for the Office category would be office uses. An example of this would be an office campus type of land use development. The land use is located at the intersection of I-35W and I-494.



Office example.

Multi-Family Residential (MFR)

The Multi-Family Residential land use areas are located between the gateway nodes and include primarily residential uses offering a range of residential densities and types, from townhomes to multi-story condominium flats. The MFR zones may also contain small amounts of ground level retail uses at strategic sites where feasible for retail to survive. This retail would most likely serve local residents.

Multi-Family Residential/Office (MFR/O)

The Multi-Family Residential/Office land use areas provide transitions between commercial/mixed-use areas and residential areas. The primary use is intended to be multi-family residential use but would incorporate commercial uses such as office and/or ground level retail uses.

Public (P)

Linear Public land uses are located along the south adjacent to I-494 to provide a landscaped edge along the freeway. A linear landscaped interior core is also envisioned to connect various land uses east and west throughout the corridor. This greenway is likely to assume a number of forms as it meanders through the area. In some locations, it might be a pedestrian only greenway. In others, it might be a local street while in others; it might actually pass through buildings as part of a courtyard area or true galleria.



Richfield has excellent examples of multi-family housing.

Additionally, two small park areas are envisioned to be incorporated into future development in the corridor to serve the residents in the area. Locations for the parks suggested between Lyndale and Nicollet and near 12th Avenue, however, final locations are to be determined by city officials.

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Church (CH)

Two church sites and a cemetery are located in the corridor and identified for future integration within the land use designations.



Church of the Assumption is one of two churches in the corridor area.

Land Use Tabulations

The following tabulation includes the uses shown on the I-494 Corridor Land Use Plan.

I-494 Corridor Land Use Plan	Acres
Community Commercial/Office	74.2
Church	36.1
Multi-Family Residential	65.7
Multi-Family Residential/Office	74.4
Office	14.6
Park	5.7
Regional Commercial	42.2
Regional Commercial/Office	51.8
Total Acres (not including ROW)	364.8



**SPECIAL CITY COUNCIL WORKSESSION
RICHFIELD MUNICIPAL CENTER, BARTHOLOMEW ROOM
OCTOBER 10, 2017
6:30 PM**

Call to order

1. Update to the Blue Cross Blue Shield Demonstration project and discussion of the crosswalk policy.

Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

October 5, 2017

Council Memorandum No. 94

The Honorable Mayor
and
Members of the City Council

Subject: October 10, 2017 City Council Work Session

Council Members:

The following items will be presented and discussed at the upcoming work session:

1. Blue Cross Blue Shield Demonstration Project Update
 - a. Statistical results
 - b. Public input review
2. Crosswalk Policy Update and Pedestrian Master Plan
 - a. Current crosswalk policy review
 - b. City-wide evaluation
 - c. Additional policy reviews

Please contact Kristin Asher, Public Works Director, at 612-861-9795 with questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:tab

Email: Assistant City Manager
Department Directors



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
OCTOBER 10, 2017
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the: (1) Special joint City Council and Planning Commission work session of September 20, 2017; (2) Special City Council work session of September 26, 2017; and (3) Regular City Council meeting of September 26, 2017.

PRESENTATIONS

1. Proclamation for the Richfield Historical Society

COUNCIL DISCUSSION

2. Hats Off to Hometown Hits

AGENDA APPROVAL

3. Approval of the Agenda
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of a resolution authorizing submission to the Local Road Improvement Program for the Lyndale Avenue Reconstruction project.
Staff Report No. 160
 - B. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South, for their 2017 Fall Festival taking place November 11-12, 2017.
Staff Report No. 161
 - C. Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for

St. Nicholas Episcopal Church, located at 7227 Penn Avenue South, for their Ahoy Mateys event taking place November 4, 2017.

Staff Report No. 162

- D. Consideration of the approval of a Cooperative Agreement regarding public safety related to the 2018 National Football League Super Bowl security.

Staff Report No. 163

- E. Consideration of the approval of the renewal of the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2017 through November 30, 2018.

Staff Report No. 164

- F. Consideration of the approval of a resolution calling for a public hearing by the City Council on the proposed adoption of a modification to the redevelopment plan for the Richfield redevelopment project area, the modification to the Tax Increment Financing Plan for the Cedar Avenue Tax Increment Financing District, and the proposed establishment of Tax Increment Finance District No. 2017-1 Housing.

Staff Report No. 165

- G. Consideration of the approval of a first reading of an ordinance amending residential driveway regulations.

Staff Report No. 166

5. Consideration of items, if any, removed from Consent Calendar

PUBLIC HEARINGS

6. Public hearing regarding the annual Lyndale/HUB/Nicollet (LHN) Maintenance District assessment.

Staff Report No. 167

7. Public hearing regarding the annual 77th Street/ILN Project Area assessment.

Staff Report No. 168

8. Public hearing regarding the assessment for removal of diseased trees from private property for work ordered in 2016.

Staff Report No. 169

9. Public hearing regarding 2017 alley paving assessments.

Staff Report No. 170

CITY MANAGER'S REPORT

10. City Manager's Report

CLAIMS AND PAYROLLS

11. Claims and Payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

12. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special joint City Council and Planning Commission Work Session

September 20, 2017

CALL TO ORDER

The work session was called to order by Chair Vrieze Daniels at 5:45 p.m..

Council Members Present: Pat Elliott, Mayor; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

Council Members Absent: Edwina Garcia.

PC Members Present: Erin Vrieze Daniels; and Sean Hayford Oleary.

PC Members Absent: Gordon Vizecky; Susan Rosenberg; Allysen Hoberg; and Bryan Pynn; and Dan Kitzberger.

Staff Present: Matt Brillhart, Associate Planner.

Item #1

BUS TOUR OF DEVELOPMENT SITES ALONG 66TH STREET

Chairperson Vrieze Daniels and Associate Planner Matt Brillhart led the group on a bus and walking tour of several properties along 66th Street, including Cedar Point Commons / Richfield Parkway, 66th and Nicollet Avenue, and 66th and Penn Avenue.

ADJOURNMENT

The work session was adjourned by unanimous consent at 7:20 p.m.

Date Approved: October 10, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Work Session

September 26, 2017

CALL TO ORDER

The work session was called to order by Mayor Elliott at 5:15 p.m. in the Municipal Center.

Council Members Present: Pat Elliott, Mayor; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann

Council Members Absent: Edwina Garcia.

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Kristen Asher, Public Works Director; Chris Regis, Finance Manager; Taylor Burandt, Public Works Administrative Aide/Analyst; and, Jared Voto, Executive Aide/Analyst.

Item #1	UTILITY RATES AND CONSERVATION RATE STRUCTURE
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Kristen Asher, Director of Public Works, introduced the topic as a continuation of a work session from June and introduced Rebecca Kurtz of Ehlers.

Ms. Kurtz presented the proposed rate increases and discussed target for cash balances of each enterprise fund.

Item #2	DISCUSSION REGARDING SERVICE LINE WARRANTY PROGRAM AND CITY-ADMINISTERED UTILITY LINE INSURANCE
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Ms. Asher introduced Taylor Burandt, Public Works Administrative Aide/Analyst. Ms. Burandt presented background on Service Line Warranty of America (SLWA) and their use in Richfield, as well as information on the ability for the City to provide insurance to water/sewer lines. Ms. Burandt presented examples of Lake City and Mounds View who insure private water lines.

Council members discussed the current use of the City's logo on letters sent out by SLWA and residents' confusion over receiving a letter from a private insurance company using the City's logo.

Ms. Burandt provided staff recommendation to continue working with SLWA and the City can decide to cancel or renew when the contract nears expiration. Council members generally agreed with this proposal, but asked to continue to work with SLWA to include additional information, or a letter, providing more information.

Bob Hall, a Richfield resident, discussed an additional endorsement to his homeowner's insurance policy for the coverage of water and sewer lines. He happened to learn about it by chance from his insurer and that it is a relatively new program.

Council Member Howard stated the importance of communicating to residents that they own their lines and they may want to contact their insurer to see if they have the ability to add this coverage.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:31 p.m.

Date Approved: October 10, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

September 26, 2017

CALL TO ORDER

The meeting was called to order by Mayor Elliott at 7:00 p.m. in the Council Chambers.

Council Members Present: Pat Elliott, Mayor; Edwina Garcia; Michael Howard; Maria Regan Gonzalez; and Simon Trautmann.

Staff Present: Steven L. Devich, City Manager; Mary Tietjen, City Attorney; Pam Dmytrenko, Assistant City Manager/HR Manager; John Stark, Community Development Director; Jim Topitzhofer, Recreation Services Director; Melissa Poehlman, Assistant Community Development Director; and Jared Voto, Executive Aide/Analyst.

OPEN FORUM

Ben Sunderlin, 7049 17th Avenue S, spoke regarding affordable housing.

PLEDGE OF ALLEGIANCE

Mayor Elliott led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Elliott, S/Trautmann to approve the minutes of the: (1) Special joint City Council, Housing and Redevelopment Authority, and Planning Commission work session of August 21, 2017; (2) Special joint City Council, Housing and Redevelopment Authority, and Economic Development Authority work session of August 21, 2017; (3) Special City Council meeting of September 6, 2017; (4) Special City Council work session of September 12, 2017; and (5) Regular City Council meeting of September 12, 2017.

Motion carried 5-0.

Item #1	CONSIDERATION OF THE APPROVAL OF A RESOLUTION SUPPORTING THE RICHFIELD PUBLIC SCHOOLS 2017 LEVY REFERENDUMS. (S.R. NO. 145)
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Council Members spoke in favor of the Richfield Public Schools referendums.

Mayor Elliott read the resolution.

M/Elliott, S/Howard to approve a resolution supporting the Richfield Public Schools 2017 levy referendums.

Motion carried 5-0.

Item #2	ANNUAL MEETING WITH THE COMMUNITY SERVICES COMMISSION
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Reed Bornholdt, Chair of the Community Services Commission, presented updates of the last year of activities of the commission, and provided an overview of upcoming activities.

Council Members thanked the commission for their work.

Item #3	COUNCIL DISCUSSION <ul style="list-style-type: none">• Hats Off to Hometown Hits
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Council Member Garcia spoke regarding the League of Women Voters' candidate forum for the Richfield Public Schools election on September 30; a prevention of falls forum at The Pines; the band shell groundbreaking on September 30; and the great pumpkin giveaway on October 14.

Council Member Trautmann spoke regarding a meeting he attended at Gramercy Apartments about roundabouts; the success of Penn Fest; and the Richfield Foundation's wine tasting event and fundraiser on October 12.

Council Member Regan Gonzalez spoke regarding the closing on Seasons Park Apartments by Aeon and the kick-off to the citizen's police academy.

Council Member Howard spoke regarding the city staff's attendance at Penn Fest; the remodeled home tour on October 7; the pumpkin patch in Veterans Park; open applications for youth commissioner positions; and early voting for school board election.

Mayor Elliott spoke regarding Penn Fest; the remodeled home tour; and the Police Department's annual tobacco compliance checks.

Item #4	APPROVAL OF THE AGENDA
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M/Garcia, S/Howard to approve the agenda.

Motion carried 5-0.

Item #5	CONSENT CALENDAR
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City Manager Devich presented the Consent Calendar.

- A. Consideration of the approval of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for General Services and Management employees for 2018. (S.R. No.146)
- B. Consideration of the approval of a resolution authorizing the refunding of the \$4,550,000 G.O. Capital Improvement Plan Bonds, Series 2009A, dated January 14, 2009 with the \$3,205,000 G.O. Capital Improvement Plan Refunding Bonds, Series 2017B. (S.R. No.147)
- C. Consideration of the approval of a resolution approving deferral of special assessments against an owner occupied property. (S.R. No.148)
- D. Consideration of the approval of a resolution authorizing the issuance of special permits for extended liquor sales hours during Super Bowl 2018. (S.R. No.149)
- E. Consideration of the approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's Wine Tasting event to take place on Thursday, October 12, 2017, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South. (S.R. No.150)
- F. Consideration of the approval of the 2017-2018 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bioterrorism and the development of a response system. (S.R. No.151)
- G. Consideration of the approval of a resolution authorizing acceptance of a grant received by Richfield Recreation Services Department from Hennepin County for youth sports equipment in the amount of \$3,158 and to authorize the Recreation Services Director to execute the associated grant agreement. (S.R. No.152)
- H. Consideration of the approval of a resolution certifying delinquent water, sanitary sewer, and storm water charges to the Hennepin County Auditor. (S.R. No.153)
- I. Consideration of a resolution declaring costs to be assessed for unpaid false alarm user fees against private property. (S.R. No.154)
- J. Consideration of a resolution declaring costs to be assessed for current services performed for weed elimination from private property and removal or elimination of public health or safety hazards from private property. (S.R. No.155)
- K. Consideration of the approval of a work proposal from Barr Engineering for stormwater infrastructure assessment services. (S.R. No.156)

M/Elliott, S/Trautmann to approve the consent calendar.

Motion carried 5-0.

Item #6	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #7	CONTINUE A PUBLIC HEARING TO CONSIDER A RESOLUTION GRANTING APPROVAL OF THE FINAL PLAT OF THE CEDAR POINT COMMONS SECOND ADDITION TO OCTOBER 24, 2017. (S.R. NO. 157)
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Council Member Howard presented Staff Report No. 157.

M/Howard, S/Elliott to continue a public hearing to consider approval of a final plat for the Cedar Point Commons Second Addition to October 24, 2017.

Motion carried 5-0.

Item #8	CONSIDERATION OF A NUMBER OF LAND USE REQUESTS TO ALLOW CONSTRUCTION OF A NEW HOUSING DEVELOPMENT TO INCLUDE 284 NEW HOUSING UNITS, 33 REHABILITATED HOUSING UNITS, AND A TWO-BLOCK EXTENSION OF RICHFIELD PARKWAY BETWEEN 66TH AND 68TH STREETS ALONG 18TH AVENUE. (S.R. NO. 158)
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Council Member Regan Gonzalez presented Staff Report No. 158.

Council Member Regan Gonzalez read a letter, dated September 25, 2017, submitted by the developers related to a neighborhood meeting held on Thursday, September 21, acknowledging areas of specific commitment for ongoing discussions with both the City of Richfield and their neighbors.

Mayor Elliott read a letter, dated September 25, 2017, submitted by resident Marty Kirsch expressing his support for the development.

Council Member Regan Gonzalez invited members of the public to give brief remarks.

Jeanne Bieber, 6701 17th Ave S, spoke regarding the lack of a buffer from the apartment building and increased traffic.

Rosalie Hinrichs, 6638 16th Ave S, stated she would not be directly affected, but spoke regarding a lack of privacy for neighbors that will be near the apartments.

Christine Wiehle, 6638 17th Ave S, spoke regarding the impacts of the development on their home.

Bob Cunningham, a partner on the development, spoke regarding their commitment to providing a quality project to the east side of Richfield and noted the entrances to the development will all be from Richfield Parkway.

Community Development Director Stark spoke about the neighborhood meetings that have taken place. He also responded to earlier questions, noting the developer is seeking two variances, which he stated was less than a typical project of this side, briefly went over a traffic study of this area as it relates to the roundabout, and talked about an airport noise study that was completed by the Metropolitan Airports Commission (MAC).

Mayor and Council Members thanked residents, the development team, and city staff for their work on this project, shared their enthusiasm for development on the east side, and continues working the balance the needs of the area.

M/Howard, S/Elliott to approve an amendment to the city's Comprehensive Plan designating Lots 1-8, Block 3 Wexler's Addition as Mixed Use.

Motion carried 5-0.

M/Regan Gonzalez, S/Elliott to approve an ordinance amending Appendix 1 of the Richfield City Code to change the zoning designation of Lots 4-13, Block 2 and Lots 1-8, Block 3 and Lots 1-16, Block 4 all in Wexler's Addition from Mixed Use - Community (MU-C) and Multi-Family Residential (MR-2) together with the Cedar Avenue Corridor Overlay (CAC) District to Planned Multi-Family Residential (PMR).

Motion carried 5-0.

M/Regan Gonzalez, S/Elliott to cancel a public hearing to consider approval of a preliminary plat.

Council Member Howard asked why a public hearing was being cancelled.

Community Development Director Stark responded that the public hearing will be held at a later date, they are working with Hennepin County on some platting issues.

Motion carried 5-0.

Item #9	CONSIDERATION OF THE APPROVAL OF AN ORDINANCE THAT WOULD MAKE SMALL WIRELESS FACILITIES A CONDITIONAL USE IN SINGLEFAMILY RESIDENTIAL DISTRICTS AND CONSIDERATION OF A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE. (S.R. NO. 159)
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Council Member Trautmann presented Staff Report No. 159.

M/Trautmann, S/Howard to approve an ordinance making "small wireless facilities" a conditional use in the Single-Family (R and R-1) Districts and approve a resolution authorizing summary publication of an ordinance making "small wireless facilities" a conditional use in the Single-Family (R and R-1) Districts.

Motion carried 5-0.

Item #10	CITY MANAGER'S REPORT
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None.

Item #11	CLAIMS AND PAYROLLS
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M/Garcia, S/Elliott that the following claims and payrolls be approved:

U.S. Bank	09/26/17
A/P Checks: 262139 - 262579	\$ 2,127,198.88
Payroll: 130845 – 131169 ; 42781	<u>623,532.54</u>
TOTAL	\$ 2,750,731.42

Motion carried 5-0.

OPEN FORUM

None.

Item #12	ADJOURNMENT
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The City Council Meeting was adjourned by unanimous consent at 8:28 p.m.

Date Approved: October 10, 2017

Pat Elliott
Mayor

Jared Voto
Executive Aide/Analyst

Steven L. Devich
City Manager



STAFF REPORT NO. 160
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Jeff Pearson, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/3/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution authorizing submission to the Local Road Improvement Program for the Lyndale Avenue Reconstruction project.

EXECUTIVE SUMMARY:

The Minnesota Department of Transportation is currently accepting applications as part of the Local Road Improvement Program. The Lyndale Avenue Reconstruction project qualifies for submittal due to its classification of a route of regional significance, which will provide capacity or congestion relief to the 35W trunk highway system. With Council approval, staff is preparing to submit an application for the requested amount of \$1,000,000 to be contributed to the project. If successful, funding would be available in 2018, 2019, or 2020, decided upon the construction schedule. Applications are due November 3, 2017.

RECOMMENDED ACTION:

By motion: Approve a resolution authorizing the City to apply for the Local Road Improvement Program and accept funds if chosen.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Local Road Improvement Program (LRIP) provides competitive bond funds to assist cities, counties, and townships in paying costs associated with eliminating a transportation system deficiency. In turn, this program promotes local, regional or state economic development efforts and improves safety.
- The LRIP program was authorized by the Minnesota State Legislature in State Statute 174.52.
- The Minnesota Department of Transportation administers the program.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The proposed project meets multiple goals in the City's Comprehensive Plan (Transportation).

C. CRITICAL TIMING ISSUES:

- The deadline for applications is November 3, 2017.
- Construction of the Lyndale Avenue Reconstruction is tentatively scheduled to start in 2019.

D. FINANCIAL IMPACT:

- There is no financial impact to apply for the funds.
- If successful, the funds would assist the estimated construction cost for the project of \$10M. Without consideration of the LRIP funds, the project costs are currently presented in the proposed Capital Improvement Program as follows:

UF - Utility Bond	\$2,000,000
Bonds (Street)	\$7,500,000
Municipal State Aid	\$450,000
Xcel Rate Payers	\$50,000
Total	\$10,000,000

- For successful implementation and reimbursement of the awarded funds, applicants are required to follow the state aid project development process for bond projects. These steps include plan approval and execution of a grant agreement with the State.

E. LEGAL CONSIDERATION:

- The City Attorney reviewed the resolution and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO APPLY FOR THE LOCAL ROAD IMPROVEMENT PROGRAM AND ACCEPT FUNDS IF CHOSEN

WHEREAS, the City of Richfield acts as the applicant for the Lyndale Avenue Reconstruction Project contained in the Local Road Improvement Program Application to be submitted by November 3, 2017;

WHEREAS, the City of Richfield has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project;

WHEREAS, the City of Richfield has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice;

WHEREAS, upon approval of its application by the state, the City of Richfield may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements;

WHEREAS, the City of Richfield has estimated the total project cost to be approximately \$10,000,000;

WHEREAS, the City of Richfield confirms if the project cost exceeds the amount listed in the Application, the City of Richfield will provide or secure all additional funds necessary to complete the project.;

WHEREAS, the City of Richfield certifies that it will comply with all applicable laws, regulations, and rules of the Application; and

WHEREAS, that the sources and uses and other financing commitment represented are accurate.

NOW, THEREFORE BE IT RESOLVED that:

1. The City Engineer is hereby authorized to apply to the Minnesota Department of Transportation for funding of this project on behalf of the City of Richfield; and
2. If the City is selected for the financial assistance, the Mayor and City Manager or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 161
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
9/20/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
9/21/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South, for their 2017 Fall Festival taking place November 11-12, 2017.

EXECUTIVE SUMMARY:

On September 13, 2017, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South, for their 2017 Fall Festival taking place November 11-12, 2017. They will serve wine and 3.2 percent malt liquor from 6:00 p.m. to 9:00 p.m. on Saturday, November 11, 2017, only. No other intoxicating liquor beverages will be permitted.

They will serve lunch and a spaghetti dinner on Saturday, November 11, 2017. They will only be serving breakfast on Sunday, November 12, 2017. The Church of St. Richard has contacted food sanitarians from the City of Bloomington to ensure proper food handling practices are followed.

The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

The City Council has previously granted this license in conjunction with this event.

RECOMMENDED ACTION:

By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the Church of St. Richard, located at 7540 Penn Avenue South for their 2017 Fall Festival taking place November 11-12, 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The applicant has satisfied the following requirements for the issuance of this license:
 - The required licensing fee has been paid.
 - Proof of liquor liability insurance has been provided showing the Catholic Mutual Relief Society of America affording the coverage.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

C. CRITICAL TIMING ISSUES:

- There are no critical timing issues.

D. FINANCIAL IMPACT:

- The required licensing fees have been received.

E. LEGAL CONSIDERATION:

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- The Council could decide to deny the approval of the Temporary On Sale Intoxicating Liquor license for the Church of St. Richard. This would mean the applicant would not be able to serve wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for denial.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Church of St. Richard staff has been notified of the date of this meeting.



STAFF REPORT NO. 162
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/3/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of an annual request for a Temporary On Sale Intoxicating Liquor license for St. Nicholas Episcopal Church, located at 7227 Penn Avenue South, for their Ahoy Mateys event taking place November 4, 2017.

EXECUTIVE SUMMARY:

On September 15, 2017, the City received application materials for a Temporary On Sale Intoxicating Liquor license for St. Nicholas Episcopal Church for their Ahoy Mateys event taking place November 4, 2017. They will serve wine and 3.2 percent malt liquor from 6:30 p.m. to 9:30 p.m. No other intoxicating liquor beverages will be permitted. They will have both live and silent auctions and serve pre-packaged foods during the event.

The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

The City Council has previously granted this license in conjunction with this event.

RECOMMENDED ACTION:

By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for the St. Nicholas Episcopal Church, located at 7227 Penn Avenue South, for their event Ahoy Mateys taking place November 4, 2017.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The applicant has satisfied the following requirements for the issuance of this license:
 - The required licensing fee has been paid.
 - Proof of liquor liability insurance has been provided showing The Church Insurance Company of Vermont affording the coverage.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

C. **CRITICAL TIMING ISSUES:**

- There are no critical timing issues.

D. **FINANCIAL IMPACT:**

- The required licensing fees have been received.

E. **LEGAL CONSIDERATION:**

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- The Council could decide to deny the approval of the Temporary On Sale Intoxicating Liquor license for St. Nicholas Episcopal Church. This would mean the applicant would not be able to serve wine or 3.2 percent malt liquor; however, Public Safety has not found any basis for denial.

PRINCIPAL PARTIES EXPECTED AT MEETING:

St. Nicholas Episcopal Church staff has been notified of the date of this meeting.



STAFF REPORT NO. 163
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Jay Henthorne, Public Safety Director/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/3/2017

OTHER DEPARTMENT REVIEW: Mary Tietjen, City Attorney

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/5/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a Cooperative Agreement regarding public safety related to the 2018 National Football League Super Bowl security.

EXECUTIVE SUMMARY:

This Cooperative Agreement is for cities to provide law enforcement officers to the City of Minneapolis to assist with the Super Bowl and related events occurring between January 26 and February 5, 2018. The Minneapolis Police Department is coordinating the law enforcement aspects of the Agreement. Some of the events will occur in St. Paul and Bloomington, but the officers providing services in those venues will still be operating under the Unified Command principle and the provider will still be reimbursed through the Minneapolis Police Department. The designated officers are expected to be dedicated to the event and the provider (City of Richfield) should not expect the officers to also perform their regular duties in their home community.

RECOMMENDED ACTION:

By motion: Approve the Cooperative Agreement regarding public safety related to 2018 National Football League Super Bowl security.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The Public Safety/Police Department wishes to contract with the City of Minneapolis for the Cooperative Agreement regarding public safety related to 2018 National Football League Super Bowl security.
- This event is a high security event for the Country, State, and metro area. The City of Minneapolis needs assistance with the security of various venues.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Under the Mutual Aide Agreement the City of Minneapolis has requested officers from Hennepin County to participate in the Super Bowl 52 security detail.

C. CRITICAL TIMING ISSUES:

- There are no critical timing issues.

D. FINANCIAL IMPACT:

- Cities providing officers will remain responsible for paying the officers and will only be reimbursed for the hours worked by the officers at the event at the flat rate of \$55 per hour straight time and \$82 per hour overtime.
- Minneapolis will not reimburse expenses or any additional costs the city may incur, providing any equipment, pay for damaged equipment, and the only liability protection provided for the officers is a \$3 million law enforcement liability policy obtained by the Host Committee to address all law enforcement related claims. However additional liability insurance can be purchased for each individual officer through the League of Minnesota Cities. The Police Department has money in their budget to purchase the additional liability insurance.
- The sending city remains responsible for all other insurances for its officers, including workers compensation and any liability claims not covered by the Host Committee's policy.

E. LEGAL CONSIDERATION:

- Mary Tietjen, City Attorney, and the League of Minnesota Cities has reviewed the Joint Powers Agreement.

ALTERNATIVE RECOMMENDATION(S):

- The Council could decide to deny the approval of the Joint Powers Agreement, therefore the Police Department would not participate in the security detail for the Super Bowl.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
❏ Super Bowl Cooperative Agreement with Minneapolis	Contract/Agreement

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY RELATED
TO 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL SECURITY**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2018 NATIONAL FOOTBALL LEAGUE SUPER BOWL (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this 10th day of October, 2017, by and between the **CITY OF MINNEAPOLIS, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “MPD”) and City of Richfield, a Police Department. City, MPD, and each Provider may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WHEREAS, the City is the host city for the 2018 National Football League Super Bowl to be held on Sunday, February 4, 2018, and for related events authorized by the National Football League, most of which will take place in the City, City of St. Paul, and City of Bloomington from Friday, January 26, 2018, through Monday, February 5, 2018 (hereinafter referred to collectively as the “Event”); and

WHEREAS, a Unified Command structure (as that term is defined in Section 2.4) is needed to ensure the level of security coordination required for the Event; and

WHEREAS, the MPD will be the lead law enforcement agency for those portions of the Event that occur within the City of Minneapolis (Minneapolis Events) and the St. Paul Police Department (SPPD) and the Bloomington Police Department (BPD) will be the lead law enforcement agencies for those portions of the Event that occur within their cities, respectively (St. Paul Events and Bloomington Events) When either BPD or SPPD is the lead law enforcement agency, its duties will not include making staff assignments that will continue to be administered and managed by the MPD as part of the Unified Command; and

WHEREAS, the City has agreed to serve as the fiscal agent for law enforcement costs for the Event by entering into an agreement with the “Host Committee” (as that entity and agreement are referenced in Section 3.1 herein) for the Event; and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the public safety and security measures required for such a large and unique Event; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the MPD with Event security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59 (“Joint Exercise of Powers”) and/or Minnesota Statutes Sections 626.76 and 626.77, and in

consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to be assigned to one or more of the Event locations identified on Exhibit A attached hereto to assist the MPD through the use of a unified command center (as further explained in Section 2.4 of this Agreement) to provide law enforcement and security services (“Services”) during the term of the Event.
- 1.2 Provider will exercise its best efforts to assist with Event security. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider’s resources when, it is considered to be in Provider’s best interest to do so.
- 1.3 Provider’s resources shall be full-time, Licensed Peace Officers and each such Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”
- 1.4 The MPD will coordinate and inform the SPPD and the BPD of staffing assignments for the St. Paul Events and the Bloomington Events based, when possible, on the recommendations of the SPPD and the BPD, respectively.

2. ADDITIONAL CRITERIA OF LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

- 2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:
 - 2.1.1. That each Licensed Peace Officer shall by reason of experience, training,

and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and

- 2.1.2 That each Licensed Peace Officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the MPD in the event that any licensed peace officer is no longer an officer in good standing with the Provider or shall recall any peace officer that is no longer in good standing; and
- 2.1.3 That unless otherwise provided or requested by the MPD, each Licensed Peace Officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor, and traffic vest. Additionally, in Provider's discretion, personnel may be equipped with a cell phone that may be used to download a public safety application to aid in the tracking of law enforcement personnel during operational periods if allowed pursuant to Provider's policy.
- 2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's Licensed Peace Officers or other law enforcement resources without cause or explanation.
- 2.3 The Provider agrees as follows:
 - 2.3.1 As requested by MPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than ninety (90) days before the Event that includes, but is not limited to, name, rank, agency, badge number, photo, cell phone number, and emergency contact information. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and
 - 2.3.2. That upon reasonable advance written notification from the MPD, each of Provider's Licensed Peace Officers or other law enforcement resources so designated by the MPD shall participate in training activities related to Event security, that are coordinated or conducted by the MPD or its designee; and
 - 2.3.3. That each Licensed Peace Officer shall be assigned by the MPD, as determined and required by the MPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited

to, foot patrol, motorized patrol, static posts at outdoor perimeters, general security inside or outside venues, and traffic control; and

- 2.3.4. That Licensed Peace Officers participating in the Event may, if so determined by the MPD, be placed in an “On Assignment” status by MPD in which the Licensed Peace Officer should be physically proximate to the Event location, so as to be able to physically report in a timely manner to such duty post assigned by the MPD and prepared to undertake the specific job task or responsibility assigned by the MPD; and
 - 2.3.5. That at the request of the MPD, Provider will designate personnel that participated in or provided Event security to further participate in and/or provide information to and otherwise cooperate with the MPD in any “after action activities” following the conclusion of a Training Session or actual Event security. “After action activities” may include, but not be limited to post Training Session meetings and revisions of Training protocols and post Event security meetings, evaluations, mediation or court proceedings.
- 2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider’s Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command and following unified command principles and practices established throughout the law enforcement community (herein referred to as “Unified Command”).
 - 2.5 The Provider agrees to exercise reasonable efforts to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.
 - 2.6 Event staffing levels will be determined by the MPD as the lead law enforcement agency and fiscal agent, in consultation with the Unified Command and the SPPD for St. Paul Events and the BPD for Bloomington Events, regardless of the location of the Event. Provider may increase the staffing levels at Events located within the Provider’s jurisdiction: (a) at the sole cost of the Provider that hosts an Event; and (b) with the knowledge that the additional Licensed Police Officers and other staff members above the staffing level approved by the MPD and Unified Command are not covered by the Policy as described in Section 9 of this Agreement. The number of Licensed Peace Officers and other law enforcement resources to be deployed within the Provider’s jurisdiction will be communicated to the City as part of the Unified Command. Notwithstanding Section 2.4, the Provider retains the sole discretion for determining what Provider Licensed Peace Officer and other law enforcement resources will be deployed in its own

jurisdiction for events not included under this Agreement and remain under the Provider's own authority. The Provider's Licensed Peace Officer and other law enforcement resources deployed in the Provider's jurisdiction and which are either included above the number of Licensed Peace Officers as determined by the Unified Command or remain under Provider's authority for events not included under this Agreement, will **not** be eligible for reimbursement of costs as provided in Section 4.2 of this Agreement.

- 2.7 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes, Section 590.10 and Section 626.04. Each Provider must preserve all handwritten notes, photographs, incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records as those terms are defined in Section 8.1 of this Agreement.
- 2.8 The MPD, as the lead law enforcement agency, will maintain a list of Licensed Peace Officers (LPOs) assigned to the Events. Each Provider, including the SPPD and BPD, will be responsible for providing accurate lists of its LPOs that will be assignable to the Events as a result of signing this Agreement.

3 CITY RESPONSIBILITIES

- 3.1 The City will be solely responsible for all communications with the Minnesota Host Committee (the "Host Committee"). The Host Committee shall be responsible for coordinating each of the events authorized by the National Football League (including St. Paul Events and Bloomington Events) and activities that occur within the term of the Event.
- 3.2 The City and the Host Committee will prepare and enter into an "Event Support and Funding Agreement for Super Bowl LII" (the "Support Agreement"). The Support Agreement will be the source of funding for the Event including the source of payment for the Services to be provided pursuant to this Joint Exercise of Powers Agreement ("Agreement") and for the policy of insurance that will pay for the defense and indemnification of claims filed against the City and each Provider during the term of the Event.
- 3.3 City agrees that it will provide or facilitate any necessary training to prepare for providing Event security. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided from the MPD to the Provider.
- 3.4 The person responsible on behalf of the MPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but

not limited to, determining the assignments of the Provider's law enforcement resources, shall be Minneapolis Police Department Commander Scott Gerlicher (hereinafter referred to as the "Coordinator"). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider with regard to this Agreement shall be made directly to the Coordinator or the Coordinator's designee.

- 3.6 The City will develop and provide to each Provider an adequate supply of the standard incident report form to be used by the City and Providers that provide Services at the Event under the direction of the Unified Command.
- 3.7 The City will obtain from the Host Committee and provide to each Provider, the "claims procedure" as indicated in Exhibit C hereto that will be used by third party claimants who file claims against the City or against any Provider

4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided by the Host Committee pursuant to the Support Agreement.
- 4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at the rates and in the manner as indicated in attached Exhibit B. All of a Provider's Licensed Peace Officers and other law enforcement resources that (a) perform law enforcement services within the Provider's jurisdiction; and (b) are subject only to the Provider's authority and are therefore not under the Unified Command, are not eligible to have Provider's costs reimbursed pursuant to this Agreement.
- 4.3 The MPD will prepare and include in Exhibit B eligibility guidelines for cost reimbursement and a check list for the preparation and submission of the reimbursement request. Exhibit B will include a "Reimbursement Payment Form [To be developed by MPD at a later date] to be completed by the Provider along with the required support documents to be attached by the Provider.

The MPD shall furnish the Provider with a statement which describes all applicable hours performed by the Provider during the term of the Agreement. The Provider shall submit the Reimbursement Payment Form to the MPD for all undisputed amounts within thirty-five (35) days after receipt of the statement of hours.

- 4.4 Provider may submit any questions regarding the cost reimbursement process to Robin McPherson or her designee at: robin.mcpherson@minneapolismn.gov.

- 4.5 For any disputed amounts, the Provider shall provide the MPD with written notice of the dispute, including the date, amount, and reasons for dispute within fifteen (15) days after receipt of the statement of hours. The MPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 13 of this Agreement.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on March 1, 2018, or the date to which law enforcement resources or Services are extended, whichever is later, unless terminated earlier in accordance with the provisions in Section 6. Except for the provision of Training as discussed and to be scheduled pursuant to Section 3.3 of this Agreement, Services furnished by the Provider for the Event shall begin on January 26, 2018, and shall terminate on February 5, 2018, unless terminated sooner or extended in whole or in part as provided herein.

6. TERMINATION

- 6.1 Termination by the City-The City may terminate this Agreement upon providing to the Provider not less than forty-five (45) days advance written notice for any of the reasons stated below:
- 6.1.1 Cancellation of Super Bowl LII;
 - 6.1.2 City and Host Committee fail to enter into the Support Agreement;
 - 6.1.3 Host Committee fails to purchase and provide insurance coverage as described in Section 9.1 of this Agreement; or
 - 6.1.4 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City.

- 6.2 Termination by the Provider-The Provider may terminate this Agreement upon providing to the City not less than forty-five (45) days advance written notice for any of the reasons stated below:
- 6.2.1 Cancellation of Super Bowl LII;
 - 6.2.2 Without cause prior to the initial training session;
 - 6.2.3 City and Host Committee fail to enter into the Support Agreement; or
 - 6.2.4 Host Committee fails to purchase and provide insurance coverage as described in Section 9.1 of this Agreement.
- 6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7. **AGREEMENT MANAGEMENT**

- 7.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

(List names)

(List responsibilities)

8. **WORK PRODUCTS, RECORDS, DISSEMINATION OF INFORMATION**

- 8.1 For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

“Work Product” shall mean any report, including incident reports, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that are used or belong to MPD or results from Provider's Services under this Agreement.

“Supporting Documentation” shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and Work Products generated under this Agreement.

“Business Records” shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other format, belonging to

MPD or Provider and pertain to work performed under this Agreement.

- 8.2 Subject to applicable law, including but not limited to the Minnesota Official Records Act, Minnesota Statutes Section 15.17, and the MGDPA, all deliverable Work Product, Supporting Documentation and Business Records or copies thereof, that are needed from or result from the Provider's Services under this Agreement shall be delivered to the City either pursuant to this Agreement or upon reasonable request of the City and shall become the property of the City after delivery.
- 8.3 The City and the Provider each agrees not to release, transmit, disclose or otherwise disseminate information associated with or generated as a result of the work performed (i.e. Work Product, Supporting Documentation and Business Records) under this Agreement without notice to the other. Except as otherwise required by and subject to federal and/or state law, neither the City nor the Provider shall release, transmit, disclose or disseminate any Work Product, Supporting Documentation and Business Records which shall be classified as "security information", "security service" or "security service data", defined under Minnesota Statutes Sections 13.37 and 13.861 or any like data, as defined and/or required in all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards.
- 8.4 In the event of termination, all Work Product, Supporting Documentation and Business Records prepared by the Provider under this Agreement shall be delivered to the City by the Provider by the termination date.
- 8.5 Both the City and the Provider agree to maintain all Business Records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Provider, the Auditor of the State of Minnesota, or other duly authorized representative.
- 8.6 Both the City and the Provider agree to abide strictly by the MGDPA and, in particular, Minnesota Statutes, Sections 13.05, Subd. 6 and 11; 13.37, Subd. 1(b), 138.17, and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Provider or the City in performing functions under this Agreement is subject to the requirements of the MGDPA and both the City and the Provider must comply with those requirements. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota state laws, state law shall control.

9. INSURANCE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES

- 9.1 Insurance Coverage for Event-The Host Committee has purchased a law enforcement liability insurance policy (the “Policy”). The insurance carrier is International Insurance Company of Hannover SE (the “Insurer”). The Policy will provide coverage for claims that each Provider becomes legally obligated to pay as damages due to “bodily injury”, “property damage”, or “personal injury” suffered by third parties. The Policy will require the insurer to have the right and duty to defend and indemnify each Provider against any claim or lawsuit due to Provider acts that occur within the territory of the Events and during the period in which the Policy is in effect. Each Provider’s Law Enforcement Officers and supervisors under the Unified Command will be covered under the Policy by virtue of the Provider being named an “insured” under the Policy.
- 9.1.1 The limits of liability for all occurrences (claims) during the coverage period is \$3,000,000.00 (\$3 million). The limit of liability for any third party claim for damage to or loss of personal property is \$25,000.
- 9.1.2 The cost to hire and pay for legal representation to defend the City and any Provider (“defense costs”) are not subject to the \$3 million limit of the Policy.
- 9.1.3 The Policy is not subject to the payment of a deductible by the Host Committee, the City or by any other Provider.
- 9.1.3. Each Provider agrees to be bound by the terms and conditions contained in the Policy.
- 9.1.4 Each Provider agrees that it will cooperate with the insurer and with the City by reasonably and timely responding to the insurer’s request for information or to appear at meetings or judicially mandated hearings.
- 9.2 Insurance as Sole Source for Liability and Indemnity-Each Provider hereto agrees that it will only seek recovery for any liability incurred in carrying out the terms of this Agreement from the insurance to be procured by the Host Committee as set out in Section 9.1 of this Agreement.
- 9.2.1 If a Party’s liability is not subject to recovery through the Policy, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the City of Minneapolis, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof.

- 9.2.2 In the unlikely event that the aggregate amount of any one or all claims exceeds \$3 million, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside the of the jurisdiction or geographic limits of the City of Minneapolis, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Parties and the results thereof.
- 9.3 Further Limitation On Provider Liability-It is understood and agreed that the liability of each Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and the liability of the State of Minnesota as a Provider shall be limited by the provisions of Minnesota Statutes, Section 3.736 and by other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.
- 9.4 Provider Workers' Compensation Insurance Required-Except as expressly provided herein, each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Except as expressly provided herein, each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.
- 9.5 Provider Responsible for Own Equipment-Except as expressly provided herein, each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.
- 9.6 Provider Rendering First Aid-Except for immediate first aid rendered by a Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid is covered under the Policy.

10. **INDEPENDENT CONTRACTORS**

Each Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

11. SUBCONTRACTING

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

12. ASSIGNMENT

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

13. DISPUTE RESOLUTION

The City and the Provider each agree to cooperate and negotiate in good faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

14. AUDIT OF AGREEMENT RECORDS

Pursuant to Minnesota Statutes, Section 16C.05, both the City's and the Provider's books, records, documents, and accounting procedures and practices with respect to any matter covered by this Agreement shall be made available to the State of Minnesota Office of the State Auditor upon written notice, at any time during normal business hours, for the purpose of auditing, examining or making excerpts or transcripts of relevant data.

15. AMENDMENT OR CHANGES TO AGREEMENT

15.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the Parties hereto; after all appropriate and necessary authority has been acquired by each such Party.

15.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "Agreement" as used

herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

16. NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

To Provider:

Scott Gerlicher
Commander-Minneapolis Police Department
511 11th Avenue South
Suite 401
Minneapolis, MN 55415

17. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

18. ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the "WHEREAS" clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

19. MISCELLANEOUS PROVISIONS

19.1 The Parties intend that, with respect to the defense and indemnification provisions in Section 9 hereof, this Agreement may benefit or create rights or causes of action in or on behalf of any other agency providing services for the Event under a similar but separate agreement. Except for the foregoing, the Parties intend that

this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

- 19.2 The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes, Sections 15.51 through 15.57.
- 19.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.
- 19.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.
- 19.5 Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Failure to enforce a provision does not affect the rights of the Parties to enforce any other provision of the Agreement at any time

REMAINDER OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF MINNEAPOLIS

STATE/CITY/COUNTY OF

By: _____

By: _____

Its: Police Chief

Date: _____

Approval Recommended:

By: _____

Its: Assistant City Attorney

By: _____

Its: Purchasing Department

Its:

Date: _____

Approval Recommended:

By: _____

Its:

By: _____

Its: _____

EXHIBIT A - Super Bowl Events

Event Description

Super Bowl Experience

Media Center/Radio Row

Mall of America Game Day Event

NFL Honors

NFL Friday Night Party

Tailgate Party

Opening Night
NFL on Location
Super Bowl Live
Stadium Interior
Stadium Perimeter
Pre-game Party
AFC Team Hotel
NFC Team Hotel
NFL Headquarters Hotel
AFC Practice Site
NFC Practice Site
Police Escorts
Tactical Squad
Bomb Technical Squad
Bomb K-9s
VACIS
Street Patrol Downtown
Extra Metro Transit Security
Mobile Field Force Square
Fit Team
VPSO
Command Post Security
Staging
Logistics
Credentialing
Dignitary Liaison
Counterfeiting
Human Trafficking
Investigators

The MPD will maintain a list of Licensed Police Officers covered by this Agreement

EXHIBIT B

Super Bowl Special Event Period Reimbursement Guidelines

Reimbursement Period: Friday January 26th, 2018 through Monday February 5th, 2018

1. General Reimbursement Guidelines:

- a. The lead law enforcement agency, Minneapolis Police Department, will serve as fiscal agent for purposes of this agreement.

- b. Reimbursement will be for official Super Bowl events sanctioned by the MN Host Committee and/or the NFL only, or for hours worked in direct support of the lead law enforcement agency, Minneapolis Police Department.
- c. All hours worked will be considered “*on duty*” time.
- d. Sending agencies are expected to place provided law enforcement officers “*on assignment*” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.
- e. Reimbursement will occur for personnel wage costs only at established straight time or overtime rates pursuant to Section 2, Established Hourly Reimbursement Rates, in this Exhibit B. These rates are all inclusive and will not be adjusted.
- f. Reimbursement will occur only for hours worked consistent with official operational plans approved by the core planning team and the lead law enforcement agency, MPD.
- g. There will be no reimbursement for non-personnel costs, backfill, pre-event training, equipment, and other expenses including but not limited to travel costs, fuel, mileage, per diem, etc.
- h. Reimbursement will occur only for state, county, and local law enforcement personnel participating in official Super Bowl Event security details.
- i. There will be no reimbursement for participation of law enforcement command level staff including but not limited to those in the ranks of Chief, Sheriff, Assistant Chief, Deputy Chief, Colonel, Major, Sr. Commander, Captain or other law enforcement officers working in a command position and/or in an *exempt* payroll status.
- j. Generally, participating law enforcement personnel will be expected to work a ten hour shift daily during the event period (This may vary based on specific assignments).
- k. For reimbursement purposes, a law enforcement officer’s shift begins and ends when he/she checks in/out on site with the lead law enforcement agency. This will be tracked using an automated system provided by the lead law enforcement agency.

Law enforcement personnel will be notified of their daily and hourly schedule 30-60 days prior to the special event period subject to any changes that may occur. There will be no reimbursement for any changes to the schedule or for any scheduled off days during this period or for off hours where personnel are not actively assigned to an official special event detail.

- a. Sending agencies and personnel assigned to the special event week must adhere to all lead law enforcement agency requirements in order to be eligible for reimbursement.
- b. Any variation from the above guidelines must be approved by the lead law enforcement agency, Minneapolis Police Department.

2. Established Hourly Reimbursement Rates:

- a. All hours reimbursed under the terms of Sections 3 and 4 of this Exhibit B, below will be paid at one of the following established hourly rates. These are set rates and will not be adjusted based on specific agency hourly rates. The rates are inclusive of all costs including both payroll and fringe.
 - i. **\$82 per hour overtime rate.**
 - ii. **\$55 per hour straight time rate.**

3. Specific Agency Reimbursement Guidelines:

- a. For law enforcement personnel working in areas where they have jurisdictional authority:
 - i. Reimbursement will occur only for overtime hours worked as a result of established/approved operational plans and hours above and beyond that of their scheduled shifts for that day with approval of incident commander.
 - ii. Sending agencies will be reimbursed for overtime hours worked under the Joint Powers Agreement, not to exceed 60% of the total hours worked by that agency at the established overtime rate as specified in Section 2 of this Exhibit B, above.
 - iii. Sending agencies are expected to place provided law enforcement officers “on assignment” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.
- b. For law enforcement personnel working in areas where they do not have jurisdictional authority:
 - i. Reimbursement will occur for all hours worked to include straight time and overtime at the established rates as specified in Section 2 of this Exhibit B, above however reimbursement for overtime hours worked under this Joint Powers Agreement which will not exceed 60% of the total hours worked by that agency.
 - ii. Sending agencies are expected to place provided law enforcement officers “on assignment” for the event period and this assignment will be their normal assignment for that period. Personnel should not be expected to work the event week in addition to their normal job at their respective agency.

4. Reimbursement Process:

Within 30 days after the special event period, the lead law enforcement agency, MPD will provide the sending agency with a report outlining hours worked for all personnel for that agency.

- a. Sending agency will review the personnel report for accuracy and outline which hours constituted straight time versus overtime and submit an invoice with support documentation to the lead law enforcement agency.
- b. The lead law enforcement agency will review the invoice and support documentation, and work with the sending agency on addressing any discrepancies.
- c. The lead law enforcement agency will issue reimbursement to the sending agency consistent with the guidelines established in this agreement within 45 days of receiving an invoice and the requested support documentation.

Invoices should be sent to:
MPD Chief Financial Officer
C/O Robin McPherson
350 South 5th Street, Room 130
Minneapolis, MN. 55415

EXHIBIT C
CLAIMS PROCEDURE FOR CLAIMS BROUGHT AS A RESULT OF LAW
ENFORCEMENT AND SECURITY SERVICES

1. The Host Committee and Insurer will develop a “uniform claim form (the “Form”). The Form will be approved by the insurance broker retained by the Host Committee and by the Insurer.
2. The Host Committee will establish a committee to review each Form submitted by third parties alleging injuries or property damage due to law enforcement activities that occurred during the Event (each completed Form a “Claim”).

3. The committee established to conduct the preliminary review of the Claim Forms (“Claims Committee”) will consist of at least the following members:
 - (a) A Host Committee representative;
 - (b) A Representative of the insurance broker retained by the Host Committee; and
 - (c) The City of Minneapolis Risk Manager.The Claims Committee may also include other Provider representatives as determined by the three (3) required Claims Committee members.
4. After making a preliminary determination as to the validity of a Claim, the Claims Committee will forward each Form to the Insurer. The Insurer will determine whether Claims are covered by the Law Enforcement Liability Policy and determine when the Policy limits have been reached and exceeded.
5. Once the aggregate amount of Claims exceeds \$3 million, then the Insurer will notify the Host Committee, the City and each Provider. Any further Claims brought against each Provider after the date of notification that the \$3 million coverage limitation has been exhausted will be the sole responsibility of the Provider or Providers named in the Claim to defend and pay the amount of damages determined by a court of law.



STAFF REPORT NO. 164
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Jay Henthorne, Director/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
10/29/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/3/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the renewal of the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2017 through November 30, 2018.

EXECUTIVE SUMMARY:

The City of Richfield requires the services of a towing contractor to tow impounded vehicles/trailers as well as vehicles parked illegally during snow ordinance enforcement, etc. The contract with Chief's towing expires November 30, 2017. They are requesting an increase of 3% for services provided for the 2018.

RECOMMENDED ACTION:

By motion: Approve the renewal of the contract with Chief's Towing, Inc., 8610 Harriet Avenue South, Bloomington, MN, for Public Safety towing services for the period of December 1, 2017, through November 30, 2018.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- The City currently has a contract with Chief's Towing, inc., for Public Safety towing services.
- Chief's Towing, Inc., was awarded the contract for 2017 and would like to renew the contract for the year 2018, as the contract expires on November 30, 2017.
- The contract can be automatically renewed if both parties agree to the renewal and if Chief's notifies the City in writing, 30 days in advance of the expiration of the contract, that they wish to renew.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Chief's notified the City that they wish to renew the contract for 2017-2018.
- The Public Safety Department wishes to renew the contract with Chief's Towing, Inc.
- Contracts for services need not be competitively bid.
- The contract has numerous conditions that must be met. Chief's Towing, Inc., is a reputable, established towing business that meets all contract requirements.

C. CRITICAL TIMING ISSUES:

- A six month notice must be given by either party in writing to terminate the contact.

- On December 1, 2017, Public Safety must have towing services. This is particularly important with the possibility of snow ordinance violations at any time.
- Chief's is a large towing company that can handle the needs of Public Safety regarding seizure/impound vehicles and comply with City ordinances that a smaller company could not handle effectively.

D. FINANCIAL IMPACT:

- Rates will increase by 3% for the period of December 1, 2017-November 30, 2018, per the attached letter from Jeffery Schoenborn, General Manager of Chief's Towing.
- The last rate increase was in 2014.
- There is adequate funding in the Public Safety budget to cover the costs.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed and approved the past contract with Chief's Towing, Inc.

ALTERNATIVE RECOMMENDATION(S):

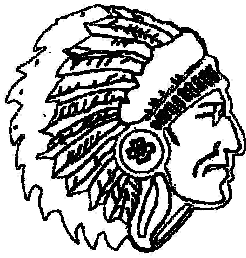
- Council could chose to not sign the contract; however, Public Safety must have towing and impounding services beginning December 1, 2017.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
☐ Letter and Rate Sheet	Cover Memo
☐ 2017-2018 Contract	Contract/Agreement



Chief's Towing, Inc
8610 Harriet Ave. South
Bloomington, MN 55420
Ph 952-888-2201 watts 800-888-2201

September 11, 2017

City of Richfield
Richfield Public Safety Department
Lt. Joe Griffin
6700 Portland Avenue South
Richfield, MN 55423

RE: CONTRACT FOR TOWING OF CITY VEHICLES, IMPOUNDING AND STORAGE OF MOTOR VEHICLES CONTRACT DECEMBER 1, 2017 THRU NOVEMBER 30, 2018.

LT. Griffin:

Chief's Towing, Inc. would like to take this opportunity to thank you for allowing us to perform the towing, impounding and storage of motor vehicles for the City of Richfield this past year. We would like to extend the contract for an additional (1) year period if such an extension is approved by the Richfield City Council.

This year we will be asking for a 3% increase, the CPI shows a 5% since our last increase in 2014 however we are willing to accept only the 3%.

Attached is a list of services showing the current and proposed rates that will be charged.

Sincerely,

Jeffery R. Schoenborn
Chief's Towing, Inc.
General Manager

City of Richfield, MN
Current and proposed rates for
TOWING, IMPOUNDING, STORAGE OF VEHICLES AND SERVICES

	<u>Current</u> 12/01/2016 thru 11/30/2017	<u>Proposed</u> 12/01/2017 thru 11/30/2018
Towing of impounded cars, trucks (under 1 ½ ton capacity), Motorcycles, all-terrain vehicles, snowmobiles and unattended Utility trailers towed within the City of Richfield	\$ 88.60	\$ 91.25
Towing charge for the same from outside the City of Richfield	\$ 88.60	\$ 91.25
Mileage charge for same.....	\$ 3.55	\$ 3.65
Towing of trucks (larger than 1 ton capacity) within the City of Richfield	\$148.50	\$ 152.95
Towing charge for same outside the City of Richfield	\$148.50	\$ 152.95
Mileage charge for same.....	\$ 3.55	\$ 3.65
Use of Winch with a tow		
Car (Per hour).....	\$ 22.10	\$ 22.75
Truck (Per hour)	\$ 36.65	\$ 37.75
Use of Dolly	\$ 22.10	\$ 22.75
Use of low-bed trailer or truck (flatbed required).....	\$ 110.85	\$ 114.20
Storage Charges		
First 24 hours or fraction thereof:		
Inside Storage.....	\$ 39.80	\$ 41.00
Outside Storage	\$ 29.30	\$ 30.20
Each additional 24 hours of fraction thereof:		
Inside Storage	\$ 39.20	\$ 40.40
Outside Storage	\$ 29.30	\$ 30.20
<u>Forfeitures</u>		
Vehicles forfeited to the City of Richfield	\$152.00	\$ 156.55
<u>City owned vehicles</u>		
Towing city owned vehicle less than 1 ton within city of Richfield.....	\$ 43.15	\$ 44.45
Mileage charge for same outside city	\$ 3.55	\$ 3.65

cents are rounded to the nearest nickel

**AGREEMENT BETWEEN THE CITY OF RICHFIELD AND
CHIEF'S TOWING, INC. FOR TOWING,
IMPOUNDING AND STORAGE OF MOTOR VEHICLES.**

THIS AGREEMENT is made this 10th day of October, 2017, between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and Chief's Towing, Inc., located at 8610 Harriet Avenue South (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the City has a need to contract for the towing, impounding and storage of motor vehicles; and

WHEREAS, the City requires that the towing operators are located within three (3) miles of the City limits; and

WHEREAS, the Contractor is the operator of a towing and storage facility within three (3) miles of the City limits and has the expertise and capabilities to provide the required services;

NOW THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2017, to November 30, 2018, subject to termination as provided in Subdivision V.

II. DUTIES OF CONTRACTOR

- A. The Contractor shall tow, impound, and store all motor vehicles, which are ordered removed under the direction of the police chief, or the fire chief, of the City of Richfield or their authorized and legal representatives. The Contractor shall be entitled to a charge for its towing and storage services pursuant to those fees specified in the Contractor's Proposal (Exhibit B). It is agreed that neither the City nor the Richfield Police Department is responsible for any charges as a result of towing and/or storage, with the exception of those vehicles identified by the Police as subject to forfeiture, and that the Contractor assumes liability for any unpaid charges.
- B. The Contractor agrees to provide the services, as proposed, and perform all other terms and conditions according to the City's Specifications and the Contractor's Proposal, incorporated by reference herein as Exhibit A and Exhibit B.
- C. The Contractor shall defend, indemnify and hold harmless, the City of Richfield, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor's (including its officials, agents or employees), performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Contractor.

D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to

any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

F. The Contractor agrees to maintain for the full term of this Agreement, the following minimum insurance coverage:

a) \$1,000,000.00 Comprehensive General Liability insurance, Business Auto Policy with \$1,000,000.00 limits and Garage Keeper's Legal Liability.

b) Workers' Compensation insurance covering all employees of the Contractor, or his agents, in accordance with the Minnesota Workers' Compensation Law.

Certifications of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least 25 days written notice prior to cancellation, non-renewal, or any material change in the policy. The Contractor further agrees to name the City of Richfield as additional insured on said comprehensive general liability policy.

G. The Contractor agrees to furnish on or before the date this Agreement becomes effective, an acceptable corporate surety bond in the amount of \$10,000, payable to the City of Richfield and subject to approval by the

Richfield City Attorney, for the faithful performance of all duties and obligations imposed under the terms and conditions of the Agreement.

III. DUTIES OF THE CITY

The City agrees to pay the Contractor the flat rate charge of \$156.55 per vehicle for the towing and storage of vehicles identified by the Police Department as subject to forfeiture and which are subsequently released to the Police Department.

IV. MISCELLANEOUS

- A. This agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.
- B. The Contractor agrees to comply with the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought, alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans with

Disabilities Act of 1990, as required by Section 35.107 of the U.S.

Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

- C. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes. The Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.
- D. This Agreement shall not be assignable except at the written consent of the City.
- E. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 168.06, Subdivision 4.
- F. The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and commence such action prior to the expiration of the applicable statute of limitations.

V. TERMINATION

Either party may terminate this Agreement for any reason upon giving six (6) months advanced written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

CITY OF RICHFIELD

DATED: _____

BY: _____
Its Mayor

DATED: _____

BY: _____
Its Manager

CHIEF'S TOWING, INC.

DATED: _____

BY: _____
Its: _____



STAFF REPORT NO. 165
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director
10/4/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/5/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution calling for a public hearing by the City Council on the proposed adoption of a modification to the redevelopment plan for the Richfield redevelopment project area, the modification to the Tax Increment Financing Plan for the Cedar Avenue Tax Increment Financing District, and the proposed establishment of Tax Increment Finance District No. 2017-1 Housing.

EXECUTIVE SUMMARY:

In October 2015, the Housing and Redevelopment Authority entered into a preliminary development agreement with Inland Development Partners to develop a multi-family housing project in the Cedar Point South area (bounded by 66th Street to the north; 17th Avenue to the west, Cedar Avenue to the east, and 68th Street to the south). After two years of work and successful solicitation of grant funds from the Metropolitan Council for the construction of an extension of Richfield Parkway through this area, the Council approved final development plans to construct three new apartment buildings (284 new units total) and renovate three existing apartment buildings (33 units) on September 26.

The financial feasibility revealed a substantial gap in the project. In order for the project to move forward and include affordable units, the Developer will need public assistance to bridge the gap.

The development area currently sits within an existing Redevelopment Tax Increment Financing (TIF) District that was established in 2005. Housing TIF Districts have requirements and benefits that are more suited to the development being proposed. As such, staff is proposing to remove the development from the existing Redevelopment TIF District and establish a new Housing TIF District for the project.

RECOMMENDED ACTION:

By motion: Approve a resolution calling for a public hearing by the City Council on the proposed adoption of a modification to the redevelopment plan for the Richfield redevelopment project area, the modification to the Tax Increment Financing Plan for the Cedar Avenue Tax Increment Financing District, and the proposed establishment of Tax Increment Finance District No. 2017-1 Housing therein and the adoption of the Tax Increment Financing Plan therefor.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- A 1999/2000 study, commissioned by the City of Richfield and the Metropolitan Airports Commission (MAC), concluded that many of the structures in this area, including all single-family homes, were not capable of withstanding the negative impacts of low frequency noise.
- As a result of the study, this area was identified as a Redevelopment Area in 2000.
- In 2002, federal funding was secured to acquire the homes in this area - at which time, 28 single-family homes and 1 business in the area were purchased and eventually deeded to the HRA.
- In 2004, the Minnesota Legislature approved the creation of a special Redevelopment TIF District to provide a funding mechanism for redevelopment of the area.
- During the "Great Recession" of 2007-2011, there was very little interest in developing this area due to weak market conditions.
- Upon the conclusion of the recession, HRA staff concentrated their development efforts on the Cedar Point II area (north of 66th Street) for which there have been several proposals.
- In 2015, Anderson Companies (the principals of which later formed Inland Development Partners) expressed interest in this area and submitted a proposal for development that has remained fairly consistent since.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The project has always anticipated including a minimum of 20% affordable units. The establishment of a Housing TIF District will ensure that the affordable units will be included in the project.
- 2008 City of Richfield Comprehensive Plan policies:
 - *Maintain an appropriate mix of housing types in each neighborhood based on available amenities, transportation resources and adjacent land uses;*
 - *Promote the development of a balanced housing stock that is available to a range of income levels.*
 - *Promote the development, management, and maintenance of affordable housing in the City through assistance programs; alternative funding sources; and the creation of partnerships whose mission is to promote low to moderate income housing.*
- Richfield Affordable Housing Policy
 - *Contain a mix of market-rate and affordable units, with a higher proportion of market-rate units.*

C. CRITICAL TIMING ISSUES:

- State Statute requires that the County, School Districts, and other taxing jurisdictions receive notice of the proposed Tax Increment Plan and other information on fiscal impacts related to the modification/establishment of a Redevelopment Project Area and/or TIF District at least 30 days prior to the hearing.
- The HRA must also consider the modifications and plan; this is tentatively scheduled for November 20, 2017.
- The Planning Commission must determine whether the establishment of such a district would be consistent with Richfield's Comprehensive Plan; this is tentatively scheduled for the November 27, 2017 Planning Commission meeting.
- A public hearing before the Council is tentatively scheduled for November 28, 2017.

D. FINANCIAL IMPACT:

- The estimated tax increment available through the creation of a new Housing TIF District is approximately \$8.5 million over the life of the District.
- The approved Contract provides the Developer with 90% of the available TIF over the life of the District.
- Without the TIF, this project would be unable to proceed.

E. LEGAL CONSIDERATION:

- The City's financial advisor and HRA attorney have reviewed the required documents.

ALTERNATIVE RECOMMENDATION(S):

- Do not adopt the resolution.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Representatives of Inland Development Partners

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

CITY OF RICHFIELD
HENNEPIN COUNTY
STATE OF MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL
ON THE PROPOSED ADOPTION OF A MODIFICATION TO THE
REDEVELOPMENT PLAN FOR THE RICHFIELD REDEVELOPMENT
PROJECT AREA, THE MODIFICATION TO THE TAX INCREMENT
FINANCING PLAN FOR THE CEDAR AVENUE TAX INCREMENT
FINANCING DISTRICT, AND THE PROPOSED ESTABLISHMENT OF TAX
INCREMENT FINANCING DISTRICT 2017-1 (THE CHAMBERLAIN) AND THE
ADOPTION OF THE TAX INCREMENT FINANCING PLAN THEREFOR.**

BE IT RESOLVED by the City Council (the "Council") for the City of Richfield, Minnesota (the "City"), as follows:

Section 1. Public Hearing. This Council shall meet on November 28, 2017, at approximately 7:00 P.M., to hold a public hearing on the proposed adoption of a Modification to the Redevelopment Plan for the Richfield Redevelopment Project Area, the proposed modification of the Tax Increment Financing Plan for the Cedar Avenue Tax Increment Financing District, and the proposed establishment of Tax Increment Financing District No. 2017-1 (The Chamberlain), (a housing district), and the proposed adoption of a Tax Increment Financing Plan therefor (together, the "Plans"), all pursuant to and in accordance with Minnesota Statutes, Sections 469.001 to 469.047, and Sections 469.174 to 469.179, inclusive, as amended, in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of Plans. City staff is authorized and directed to work with Ehlers to prepare the Plans and to forward documents to the appropriate taxing jurisdictions including Hennepin County and Independent School District No. 280. The Community Development Director is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to November 28, 2017, and to place a copy of the Plans on file in the Community Development Director's office at City Hall and to make such copy available for inspection by the public.

Dated: October 10, 2017

Adopted:

Mayor

ATTEST:

Clerk



STAFF REPORT NO. 166
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Matt Brillhart, Associate Planner

DEPARTMENT DIRECTOR REVIEW: John Satrk, Community Development Director
10/3/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/3/2017

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a first reading of an ordinance amending residential driveway regulations.

EXECUTIVE SUMMARY:

At the direction of the City Council, planning staff began researching potential modifications to driveway regulations. Current regulations prohibit properties with narrow, single-car garages from having a driveway wider than the garage itself. City staff and Councilmembers annually receive a small number of complaints regarding this policy. In conjunction with relaxing that particular regulation, staff is also proposing modifications to other driveway regulations, which were last amended in 2005.

Under current regulations, driveway width is determined in two ways:

- Definition of "driveway": Driveways must lead to a garage or other authorized parking area. Parking in the front yard area is only permitted on driveways.
- Lot width: no more than 35% of the front yard area, up to 22 feet maximum. This results in potential driveway widths of 17.5 feet (50 foot lot), 21 feet (60 foot lot), and 22 feet (75 foot lots and larger).

For those properties with narrow single-car garages, driveway width is potentially limited to as little as 10 to 14 feet, regardless of the size of the lot. This has been found to be an overly restrictive policy, making it difficult or impossible to park two cars side-by-side or bypass a parked car at any point. Properties that fall into this category make up a fair percentage of the housing stock in Richfield. Furthermore, current regulations do not specify how and where a driveway should taper from its maximum width at the garage to an existing curb cut that is narrower. This lack of specificity has resulted in driveways being widened out to the curb without replacing the curb cut.

To remedy those related issues, staff recommends amending the clause regarding lot widths and adding a new clause to the ordinance, as follows:

1. Width shall not exceed 35% of the front yard area, up to 20 feet maximum, whichever is less;
2. Driveway width shall not exceed the width of the curb cut within the boulevard and abutting ten feet of property. Beyond that point, width may increase to the number established by Item (1). The widened portion of the driveway shall be screened with plantings.

Effects of proposed changes to driveway width in front yard and boulevard area:

- All lot widths: A driveway with a narrower curb cut would retain the existing width through the boulevard and first 10 feet of private property, then be allowed to expand up to 17.5 feet to 20 feet (depending on lot width), regardless of current garage width.
- 50 foot lot with existing wider curb cut or wider garage – no change.
- 60 foot lot with existing wider curb cut or wider garage – reduction in maximum driveway width from 21 feet to 20 feet.
- 75 foot lot with existing wider curb cut or wider garage – reduction in maximum driveway width from 22 feet to 20 feet.
- Driveways on the street/corner side of corner lots (not in front yard area) – no change.

Other proposed changes to driveway regulations:

In addition to relaxing the regulation for narrow garages, staff is proposing to modify the following:

- Lots with alley access will not be permitted to install a curb cut in the front yard. This is the current policy for new homes constructed through the Richfield Rediscovered program and staff recommends making this policy effective citywide. If unique conditions exist, necessitating a front driveway when alley access is provided, a property owner may apply for a variance.
- Corner lots will only be permitted one curb cut. Currently, corner properties are eligible for a curb cut to each street. Most corner properties have garages accessed from the street/corner side rather than the front. A minority of corner properties do have front driveways, and under current policy are allowed to retain a front driveway when adding a new garage and driveway on the street/corner side. Many of those existing front driveways on corner properties are closer to the intersection than allowed by ordinance. This change would require removal if a new garage and driveway are added on the street/corner side of the property.
- Turnaround areas will only be permitted on arterial streets. Currently, the ordinance allows turnarounds on arterials and collectors. In practice, turnarounds exist only on arterials - very few have been constructed on collector streets. With the exception of Bloomington Avenue north of 66th Street and 12th Avenue south of 66th Street, the remainder of collector streets run east-west and do not abut the front yard area of residential properties. Wider driveways (and/or turnarounds) are permitted in corner/street side yards. See the "Policies" section below for a complete list of arterial and collector streets.

Benefits of limiting driveway widths in the front yard and boulevard area include: minimizing impervious surfaces, retaining space for boulevard trees, retaining on-street parking capacity, and maintaining existing neighborhood aesthetics.

RECOMMENDED ACTION:

By motion: Approve a first reading of the attached ordinance amending residential driveway regulations.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- Driveway regulations were last amended in 2005. See attached Council Memo No. 66 for a summary of past actions and Council direction to study the issue.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Zoning Code Section 507.07, Subdivision 36 defines "driveway" as: "An area designed to provide ingress and egress for motor vehicles from the street to a garage or other authorized off-street parking area; the term does not include:
 - A noncontiguous area exclusively set aside or used for the parking and storage of recreational vehicles and equipment; or
 - Parking lots.
- No changes are proposed to the above definition of "driveway" as part of this code amendment.

Changes are proposed to the following subsections regulating driveways in the front yard and boulevard area:

- Single-Family Residential (R) - 514.05 Subd. 6
- Low-Density Single-Family Residential (R-1) - 518.05 Subd. 6
- Two-Family Residential (MR-1) - 522.05 Subd. 6
- Arterial and collector streets are designated as follows:

ARTERIAL

66th Street
Lyndale Avenue
Nicollet Avenue
Penn Avenue
Cedar Avenue
Xerxes Avenue (62nd to 66th Streets)
76th Street (Girard to Xerxes Avenues)
77th Street (Cedar Avenue to 35W)

COLLECTOR

12th Avenue (66th to 78th Streets)
Bloomington Avenue (62nd to 66th Streets)
Diagonal Boulevard
65th Street (Nicollet Ave to Rae Dr)
70th Street (Diagonal Blvd to Lyndale Ave)
73rd Street (Diagonal Blvd to Lyndale Ave)
76th Street (Cedar to Girard Avenues)

C. CRITICAL TIMING ISSUES:

- None

D. FINANCIAL IMPACT:

- None

E. LEGAL CONSIDERATION:

- A public hearing to consider this ordinance was held before the Planning Commission on September 25, 2017. Notice of this public hearing was published in the Sun Current newspaper in accordance with state and local requirements. No members of the public spoke.
- The Planning Commission recommended approval of the attached ordinance (5-0).
- The Council will consider final adoption of the ordinance on October 24, 2017.

ALTERNATIVE RECOMMENDATION(S):

- Approve the first reading of the ordinance with modifications.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> City Council Memo No. 66 - Driveway Size Regulations	Backup Material
<input type="checkbox"/> Attached garage diagram	Backup Material
<input type="checkbox"/> Detached garage diagram	Backup Material
<input type="checkbox"/> Examples from Google Street View	Backup Material

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE
TO UPDATE RESIDENTIAL DRIVEWAY REGULATIONS**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 514.05, Subdivision 6 of the Richfield City Code relating to allowable accessory buildings and uses in the Single-Family Residential (R) District is amended to read as follows:

Subd. 6. Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;
- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) No parking area shall be permitted in the front yard area except as allowed by paragraph d);
- d) Within the front yard area, vehicles shall only be parked on the driveway area;
- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
 - (i) ~~They shall not exceed 22 feet in width up to a maximum of 35% of the front yard area~~ Width shall not exceed 35% of the front yard area, up to 2022 feet maximum, whichever is less (curb cut radii excluded);
 - (ii) Driveway width shall not exceed the width of the curb cut within the boulevard and abutting ten feet of property. Beyond that point, width may increase to the number established by item (i). The expanded portion of the driveway shall be screened with plantings;
 - (iii) Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
 - ~~(iii)~~ (iv) On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
 - (iv) Only one (1) curb cut shall be permitted from a public street to an interior lot. ~~A corner lot may have one (1) curb cut from each public street,~~

~~provided the driveway setback requirement in item (iii) above is met and Lots with alley access shall not be permitted to install a curb cut;~~

(vi) Upon written request from the landowner, items (i), (ii), (iii), ~~and (iv) and (v)~~ above may be varied by the Director with a finding of necessity and public convenience;

- f) Any expansion, installation or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;
- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works; ~~except as provided in (e) (iv), provided the curb cut meets all requirements of (e) and is in service for driveway or parking purposes; and~~
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial ~~and collector~~ streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than 3 feet from any public sidewalk.

Section 2

Subsection 518.05, Subdivision 6 of the Richfield City Code relating to allowable accessory buildings and uses in the Low-Density Single-Family Residential (R-1) District is amended to read as follows:

Subd. 6. Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;
- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) No parking area shall be permitted in the front yard area except as allowed by paragraph d);
- d) Within the front yard area, vehicles shall only be parked on the driveway area;

- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
 - ~~(i) They shall not exceed 22 feet in width up to a maximum of 35% of the front yard area~~ Width shall not exceed 35% of the front yard area, up to 2022 feet maximum, whichever is less (curb cut radii excluded);
 - (ii) Driveway width within the boulevard area and abutting ten feet of property shall not exceed the width of the curb cut. Beyond that point, width may increase to the number established by item (i). The tapered portion of the driveway should be screened with plantings;
 - (iii) Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
 - ~~(iiiiv)~~ On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
 - (iv) Only one (1) curb cut shall be permitted from a public street to an interior lot. ~~A corner lot may have one (1) curb cut from each public street, provided the driveway setback requirement in item (iii) above is met and~~ Lots with alley access shall not be permitted to install a curb cut;
 - ~~(vi)~~ Upon written request from the landowner, items (i), (ii), (iii), ~~and (iv)~~ and (v) above may be varied by the Director with a finding of necessity and public convenience;
- f) Any expansion, installation or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;
- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works; ~~except as provided in (e) (iv), provided the curb cut meets all requirements of (e) and is in service for driveway or parking purposes; and~~
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial and collector streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than 3 feet from any public sidewalk.

Section 3

Subsection 522.05, Subdivision 6 of the Richfield City Code relating to allowable accessory buildings and uses in the Two-Family Residential (MR-1) District is amended to read as follows:

Subd. 6. Private driveways, parking areas, turnaround areas, and sidewalks for residential uses, provided the following conditions are met:

- a) All such driveways, parking areas, turnaround areas, and sidewalks shall be set back no less than one foot from any lot line abutting another parcel, except that upon written request from the landowner, the Director may reduce or rescind this setback requirement for shared access agreements or with a finding of necessity and public convenience;
- b) All such driveways, parking areas, turnaround areas, and sidewalks shall be constructed with concrete, asphalt, concrete pavers, brick set in compacted sand, or other material approved by the Director;
- c) No parking area shall be permitted in the front yard area except as allowed by paragraph d);
- d) Within the front yard area, vehicles shall only be parked on the driveway area;
- e) Driveways, where located within the boulevard or the front yard area, are subject to the following requirements:
 - (i) ~~They shall not exceed 22 feet in width up to a maximum of 35% of the front yard area~~ Width shall not exceed 35% of the front yard area, up to 2022 feet maximum, whichever is less (curb cut radii excluded);
 - (ii) Driveway width within the boulevard area and abutting ten feet of property shall not exceed the width of the curb cut. Beyond that point, width may increase to the number established by item (i). The tapered portion of the driveway should be screened with plantings;
 - (iii) Curb cut radii (five (5) feet minimum) shall not encroach upon the boulevard of abutting properties;
 - (~~iii~~)v) On corner lots, driveways shall be set back at least 30 feet from an intersection, as measured from the point where the extended curblines of the streets intersect;
 - (iv) Only one (1) curb cut shall be permitted from a public street to an interior lot. A corner lot may have one (1) curb cut from each public street, provided the driveway setback requirement in item (~~iii~~)v) above is met. Lots with alley access shall not be permitted to install a curb cut; and
 - (vi) Upon written request from the landowner, items (i), (ii), (iii), ~~and~~-(iv) and (v) above may be varied by the Director with a finding of necessity and public convenience;
- f) Any expansion, installation or replacement of a driveway, parking or turnaround area on a lot shall be subject to a city permit;

- g) Any expansion, installation or replacement of a curb cut from a public street to a lot shall be subject to a city permit and any curb cut abandoned with the installation of a new cut shall be extinguished and replaced with curb and gutter according to specifications determined by the Director of Public Works, except as provided in (e) (iv), provided the curb cut meets all requirements of (e) and is in service for driveway or parking purposes; and
- h) A turnaround area may be located within a front yard subject to the requirements of this paragraph. The turnaround area is limited to the front yard of arterial ~~and collector~~ streets only. The turnaround area cannot exceed 150 square feet. The turnaround area must be contiguous to the driveway. The turnaround area shall be set back no less than 3 feet from any public sidewalk.

Section 4 This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this 24th day of October, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

July 6, 2017

Council Memorandum No. 66

The Honorable Mayor
and
Members of the City Council

Subject: Driveway Size Regulations

Council Members:

In 2004, the Council asked staff to review the City's front-yard parking regulations. Both Council Members and citizens had expressed concerns about what was seen as excessive amounts of paving and vehicles in the front yards of residential properties. The issue was particularly a problem along major streets where on-street parking was and remains prohibited.

A moratorium was put in place in 2004 so the city could study the issue. City regulations at that time allowed up to 50% of front yards to be paved in many instances. Residents were using this paved area for parking, sometimes resulting in up to a dozen vehicles parked in the front yard of some homes. After the study was completed, the City Council passed a new ordinance that severely limited excessive driveway areas.

New regulations were adopted by the Council in 2005. These regulations:

- Prohibited front yard parking (parking would be allowed on driveways only).
- Driveways continued to be defined as areas that led to a garage or other approved parking areas (in side or back yards).
- In all cases, driveways were limited to 22 feet or up to a maximum of 35% of the front yard area.
- On arterial and collector streets, a provision for a "turnaround area" was created. The turnaround area was/is defined as "an area used for vehicle maneuvers." Turnaround areas are allowed to be up to 150 square feet and must be contiguous to the driveway. Parking is not allowed in turnaround areas.

Since the adoption of these rules, once or twice each summer, Inspections and/or Planning gets complaints from property owners with a single car garage about these rules. The rules prohibit a property with a single-car garage from having a driveway that is wider than the garage itself. While street parking is available in most locations (with the exception of snow emergencies), property owners would generally prefer to park on a driveway. A recent such request has been received by staff and some Council Members.

Unless Council Members object, staff will look at some potential options to relax the existing rules for properties with a single car garage to submit to the Council for your consideration. However, this will be done with careful attention to the underlying restrictions that were put in place in 2005 to correct a long standing problem identified by the City Council at that time.

Respectfully submitted,

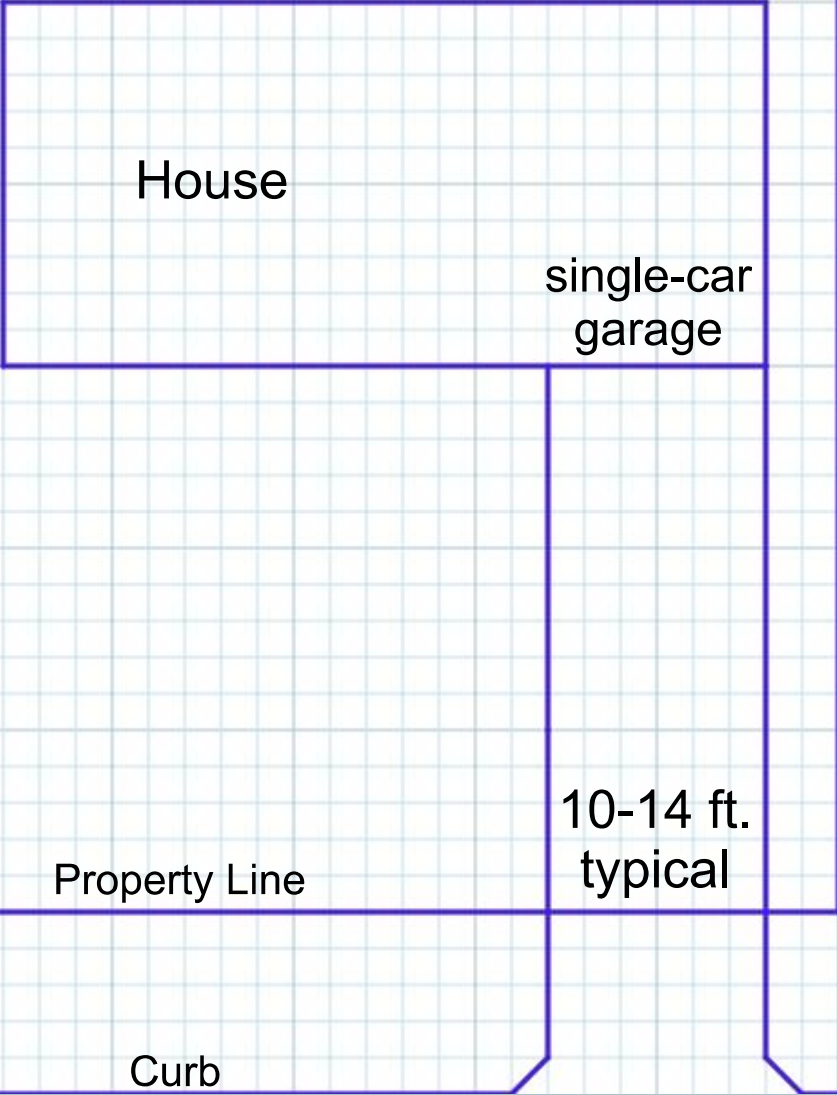
A handwritten signature in blue ink, appearing to read "Steven L. Devich". The signature is fluid and cursive, with the first name "Steven" being more prominent than the last name "Devich".

Steven L. Devich
City Manager

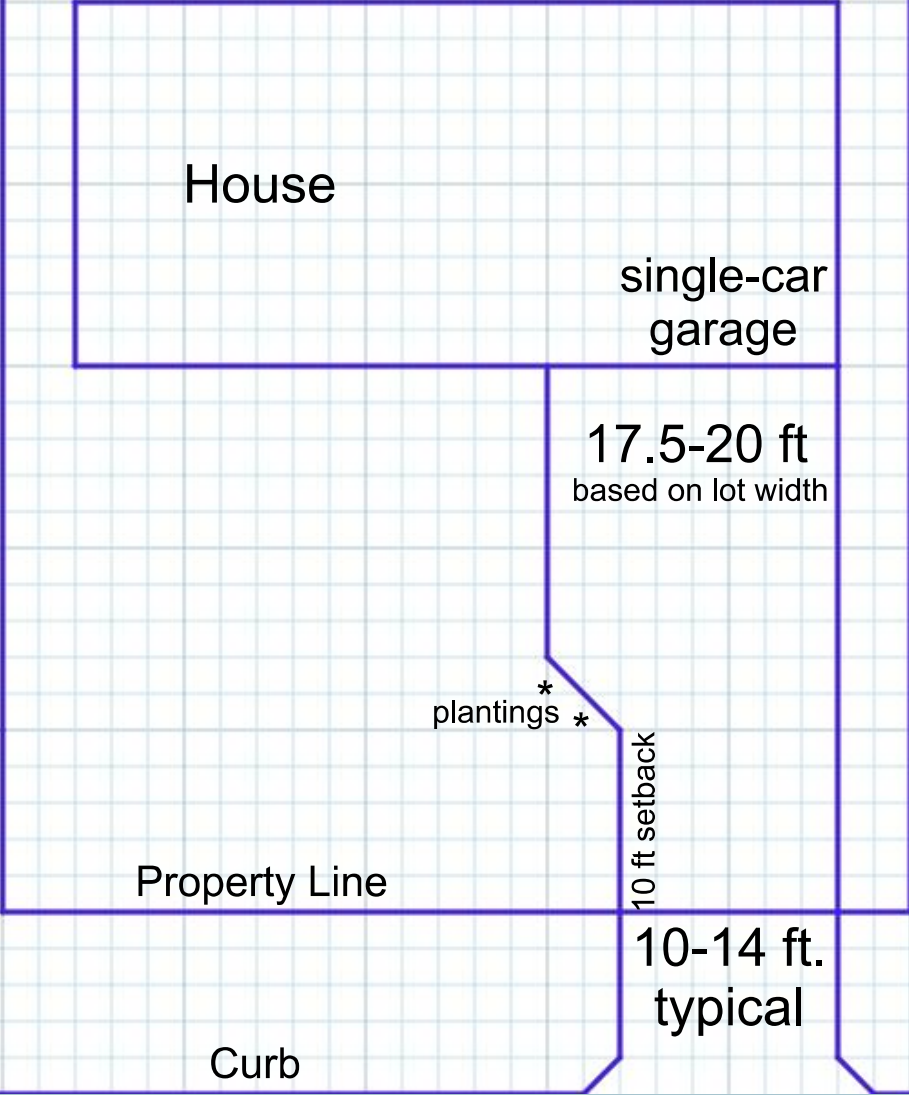
SLD:tff

Email: Assistant City Manager
Department Directors
City Planner

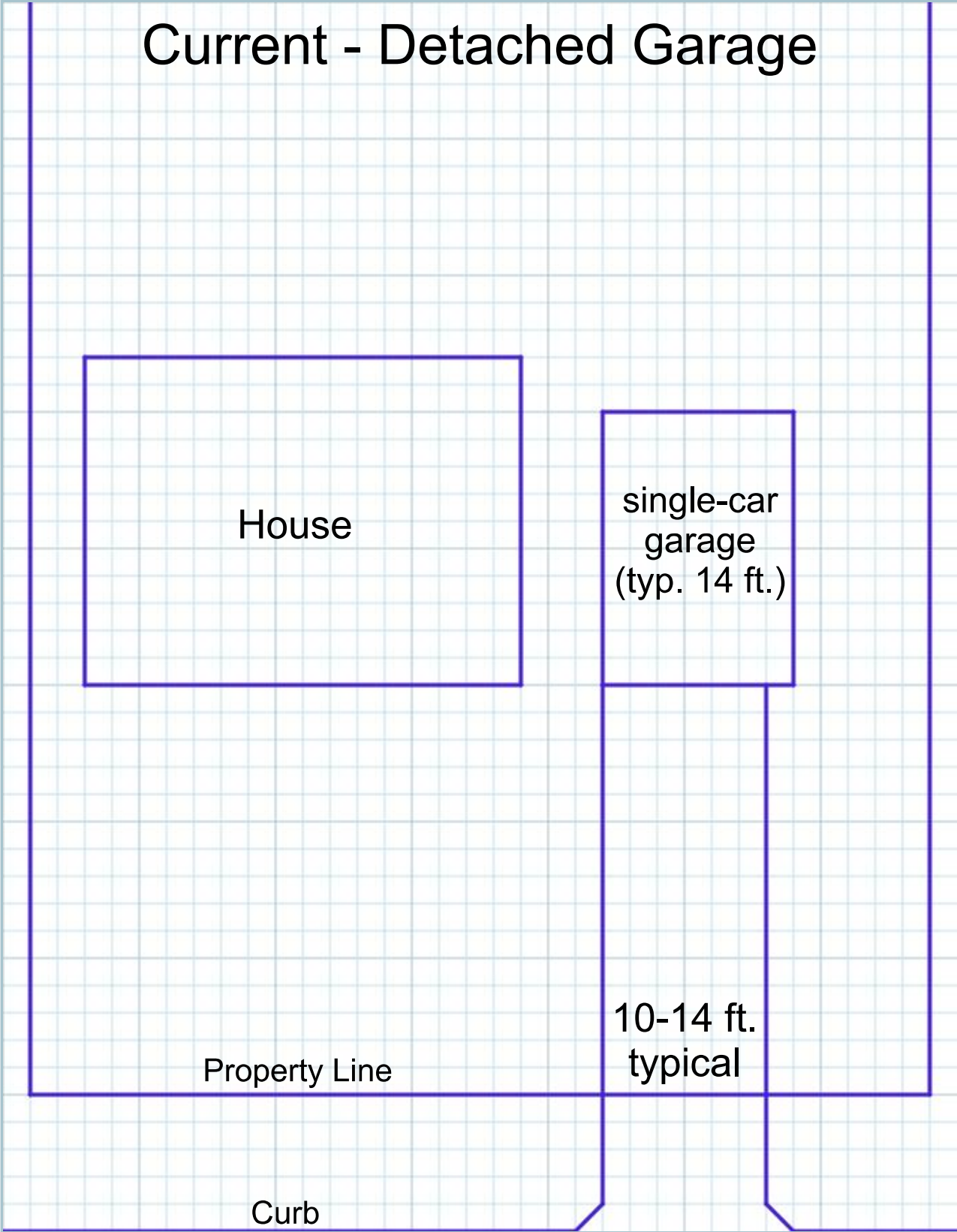
Current - Attached Garage



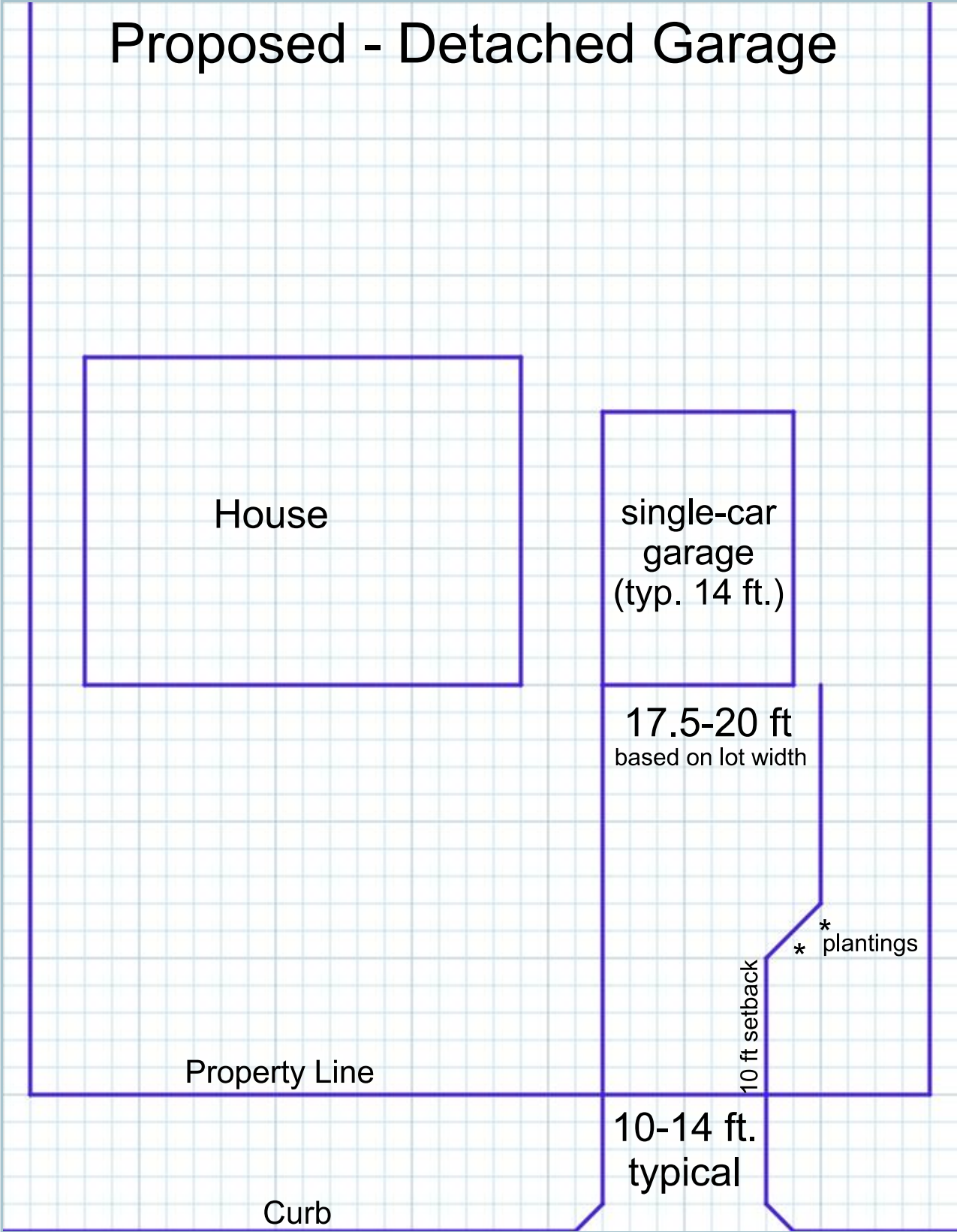
Proposed - Attached Garage



Current - Detached Garage



Proposed - Detached Garage



Examples of existing non-conforming or illegal driveway expansions in the boulevard

The ordinance amendment will clarify maximum width allowed in the boulevard area to avoid situations such as these:



Existing narrow curb cut expands to a driveway wider than single-car garage:

This is currently not permitted, but will be permitted under the amended ordinance.



Example of corner lot with two curb cuts and driveways (one on each street):

Under the proposed ordinance amendment, the existing front driveway would have been required to be removed before installing the new curb cut and detached garage. Additionally, this front driveway is non-conforming as it is too close to the intersection.



Example of a front driveway on a block where all other properties use alley access:

Under the proposed amendment, front yard driveways are prohibited where alley access is available. This is currently the city's policy for new homes constructed through the Richfield Rediscovered program and would be applied citywide.





STAFF REPORT NO. 167
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/3/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/5/2017

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding the annual Lyndale/HUB/Nicollet (LHN) Maintenance District assessment.

EXECUTIVE SUMMARY:

The Lyndale/HUB/Nicollet (LHN) maintenance assessment was established to recover special maintenance expenses in the LHN area in 1981. The current services include:

- Maintenance and operation of irrigation
- Weed control
- Mowing
- Trash and litter removal
- Maintenance of street lighting system

The LHN Redevelopment Area is approximately bounded by 64th Street, First Avenue, 67th Street, and Emerson Avenue (map attached).

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- 1. Approve a resolution adopting the assessment on the Lyndale/HUB/Nicollet (LHN) district for costs incurred to maintain the area for 2016.**
- 2. Approve a resolution ordering the undertaking of the current service project within the Lyndale/HUB/Nicollet (LHN) district for 2018.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined actual costs of current services to be assessed for the 2016 maintenance of this area to be \$26,025.24, and the estimated cost for 2018 maintenance to be \$50,000.
- Fluctuations in expenditures for maintenance of LHN are caused by a number of factors:
 - Changes in water use and irrigation costs;
 - Concrete repair variations; and
 - Demand of aging infrastructure updates.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Section 825 of the City Code indicates “current services” mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was done for 2016.
- Commercial property owners will be assessed on a per-square-foot basis.
- The proposed assessment was properly filed with the City Clerk.
- Notice of assessment and the public hearing was mailed to all property owners on the assessment roll on September 13, 2017.
- Notice of the public hearing was published in the official newspaper on September 21, 2017.

C. CRITICAL TIMING ISSUES:

- Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under Section 825 of the City Code. This list is available at the offices of the City Clerk, Assessing, and Public Works.
- The list is submitted to the County Auditor and due to Hennepin County by November 30, 2017.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the LHN maintenance services from 2003-2016 are:

<u>Year</u>	<u>Estimated</u>	<u>Actual</u>
2003	\$50,000	\$37,785.67
2004	\$50,000	\$44,031.39
2005	\$50,000	\$45,385.31
2006	\$50,000	\$45,648.56
2007	\$50,000	\$51,605.29
2008	\$50,000	\$49,999.99
2009	\$50,000	\$49,747.02
2010	\$50,000	\$32,459.40
2011	\$50,000	\$39,090.87
2012	\$50,000	\$32,244.51
2013	\$50,000	\$25,522.16
2014	\$50,000	\$29,415.52
2015	\$50,000	\$27,321.07
2016	\$50,000	\$26,025.24

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the resolutions and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may make any changes to the assessment roll, as deemed necessary, after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▣ 2016 Resolution	Resolution Letter
▣ 2018 Resolution	Resolution Letter
▣ LHN Assessment Roll	Backup Material
▣ LHN District Map	Backup Material

RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT FOR THE
LYNDALE/HUB/NICOLLET (LHN) MAINTENANCE FOR
THE PERIOD JANUARY 1, 2016 TO DECEMBER 31, 2016**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the Lyndale/Hub/Nicollet (LHN) Redevelopment Area, which is approximately bounded by 64th Street, First Avenue, 67th Street, and Emerson Avenue in the City of Richfield.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota as follows:

1. Such proposed assessment roll, in the total amount of \$26,025.24 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2018 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid before November 13, 2017. A property owner may, at any time prior to November 15 pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the proper tax lists of the County and such assessment shall be collected and paid over in the same manner as other municipal taxes.

Passed by the City Council of the City of Richfield, Minnesota, this 10th day of October, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION ORDERING UNDERTAKING OF CURRENT SERVICE PROJECT LYNDALDE/HUB/NICOLLET (LHN) MAINTENANCE FOR THE PERIOD JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, pursuant to ordinance, the City Council of the City of Richfield did establish a special assessment district and did propose that certain services be undertaken by the City in the Lyndale/HUB/Nicollet Redevelopment Area approximately bounded by 64th Street, First Avenue, 67th Street and Emerson Avenue and that the cost of such services be specially assessed against benefited property; and

WHEREAS, the City Council of the City of Richfield did also by such resolution set the date of public hearing on the undertaking of such current service project and the levying of special assessment to bear the cost thereof; and

WHEREAS, following due notice, such public hearing was held on October 10, 2017, at which time all interested parties desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. That the following examples of current services of the City shall be undertaken by the City within the LHN Redevelopment Project Area, which area constitutes the special assessment district with the exception of single family, two family and multifamily residential properties, with the cost of such services to be specially assessed against the benefited property within the district:
 - a. Snow, ice or rubbish removal;
 - b. Weed elimination;
 - c. Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
 - d. Installation and repair of water service lines;
 - e. Street sprinkling or other dust treatment of streets;
 - f. The treatment and removal of insect-infested or diseased trees on private property;
 - g. Trimming and care of trees and the removal of unsound trees;
 - h. Repair of sidewalks, crosswalks and other pedestrian walkways;
 - i. Operation of the street lighting system;
 - j. Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way; and
 - k. Snow removal and other maintenance of streets.

2. The work to be performed may be by day labor, by City force, by contract, or by any combination thereof.
3. The designated period of the project shall be from January 1, 2018, through December 31, 2018. Costs of the project shall be collected in the manner provided in the Richfield Ordinance Code.

Passed by the City Council of the City of Richfield, Minnesota, this 10th day of October, 2017.

Pat Elliott, Mayor

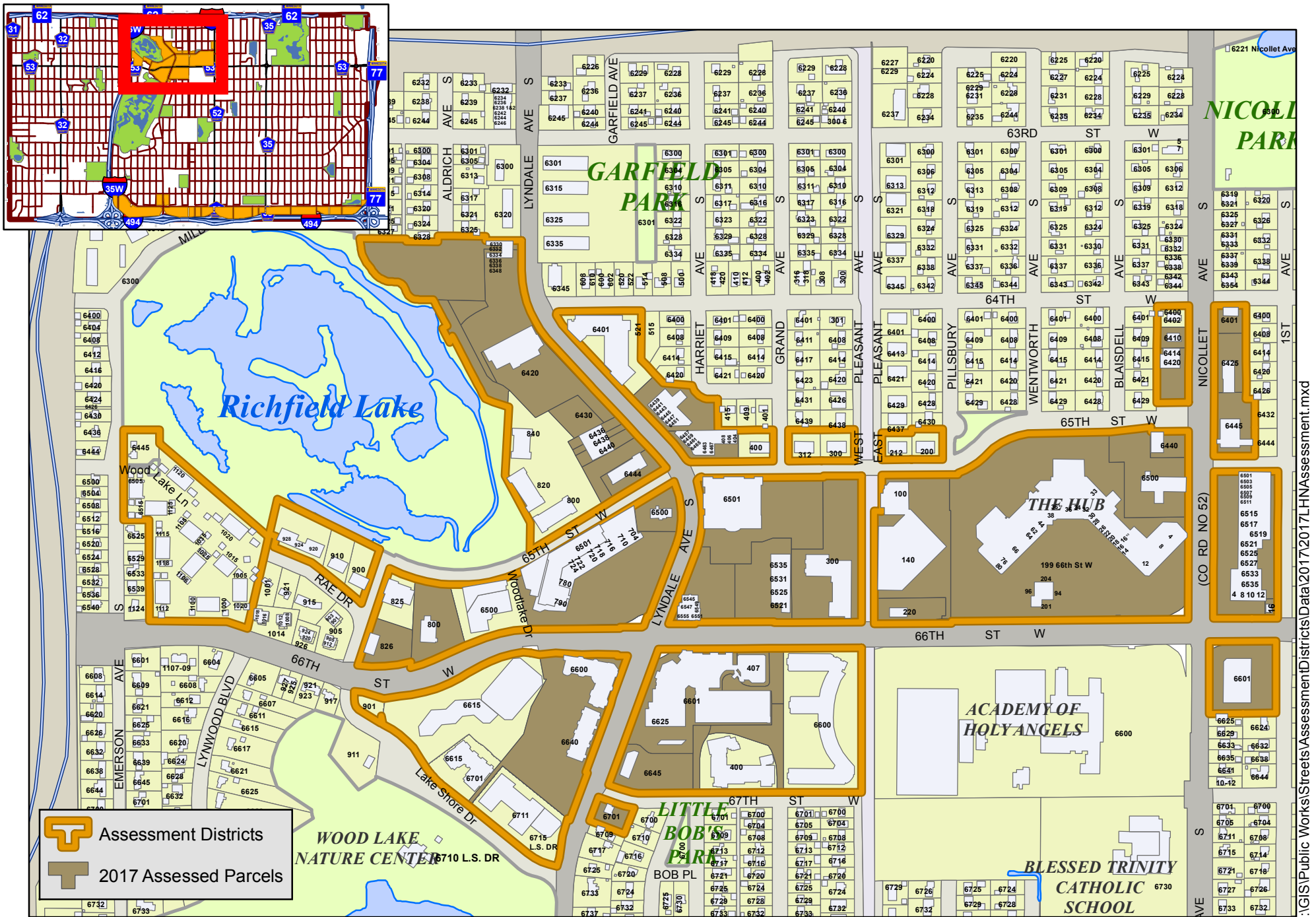
ATTEST:

Elizabeth VanHoose, City Clerk

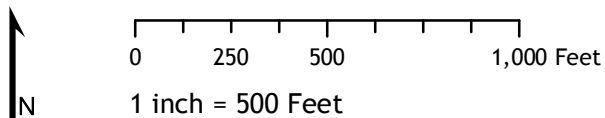
2017 LHN Assessment

PID	Address	Assessment
2702824130115	16 66TH ST E	\$32.54
2702824230115	42 ADDRESS PENDING	\$178.95
2802824110090	42 ADDRESS PENDING	\$622.26
2802824110089	42 ADDRESS PENDING	\$984.23
2802824140371	42 ADDRESS UNASSIGNED	\$77.27
2802824140370	42 ADDRESS UNASSIGNED	\$256.23
2702824320133	42 ADDRESS UNASSIGNED	\$239.96
2702824320132	42 ADDRESS UNASSIGNED	\$89.48
2702824320134	42 ADDRESS UNASSIGNED	\$174.88
2702824240064	100 66TH ST W	\$1,342.14
2702824240061	199 65TH ST W	\$5,356.34
2702824240063	220 66TH ST W	\$239.96
2702824230082	300 66TH ST W	\$1,146.92
2702824320138	407 66TH ST W	\$170.82
2702824230106	700 66TH ST W	\$20.34
2702824230107	704 66TH ST W	\$1,695.96
2802824140010	800 66TH ST W	\$483.98
2802824410039	826 66TH ST W	\$268.43
2702824130052	6401 NICOLLET AVE S	\$126.08
2702824240040	6410 NICOLLET AVE S	\$97.61
2702824240065	6412 NICOLLET AVE S	\$252.16
2702824230114	6420 LYNDAL AVE S	\$797.15
2702824130053	6425 NICOLLET AVE S	\$276.56
2702824230084	6436 LYNDAL AVE S	\$77.27
2702824230085	6438 LYNDAL AVE S	\$56.94
2702824230074	6439 LYNDAL AVE S	\$471.78
2702824240057	6440 NICOLLET AVE S	\$138.28
2702824230086	6440 LYNDAL AVE S	\$113.88
2702824230087	6444 LYNDAL AVE S	\$203.35
2702824230088	6444 LYNDAL AVE S	\$215.56
2702824130001	6445 NICOLLET AVE S	\$374.17
2702824230010	6467 LYNDAL AVE S	\$284.70
2702824240060	6500 NICOLLET AVE S	\$728.01
2702824230090	6500 LYNDAL AVE S	\$256.23
2702824230111	6501 LYNDAL AVE S	\$1,309.60
2702824230105	6501 WOODLAKE DR	\$81.34
2702824130116	6501 NICOLLET AVE S	\$1,317.73
2702824230112	6525 LYNDAL AVE S	\$618.20
2702824230113	6545 LYNDAL AVE S	\$496.18
2702824420078	6601 NICOLLET AVE S	\$683.27
2702824320137	6601 LYNDAL AVE S	\$1,395.01
2702824320452	6640 LYNDAL AVE S	\$1,663.44
2702824320127	6645 LYNDAL AVE S	\$471.78
2702824320126	6701 LYNDAL AVE S	\$138.27

\$ 26,025.24



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Lyndale-Hub-Nicollet (LHN)
Assessment District
Richfield, Minnesota





STAFF REPORT NO. 168
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/3/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/5/2017

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding the annual 77th Street/ILN Project Area assessment.

EXECUTIVE SUMMARY:

The 77th Street/ILN Project Area assessment was established to recover special maintenance expenses in the 77th Street/ILN area in 1988. The current services include:

- Maintenance and operation of irrigation systems
- Weed control
- Mowing
- Fertilization
- Trash and litter removal

These current services are provided on both sides of the 77th Street wall. The maintenance functions are funded through a maintenance assessment on 77th Street commercial properties.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion:

- 1. Approve a resolution adopting the assessment on the 77th Street/ILN Project Area for costs incurred to maintain the area for 2016.**
- 2. Approve a resolution ordering the undertaking of the current service project within the 77th Street/ILN Project Area for 2018.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- City staff has determined the actual assessment costs of current services for 2016 for this area to be \$71,489.33.
- The estimate for 2018 maintenance is \$80,000.
- Fluctuations in expenditures for maintenance of the 77th Street Redevelopment area are caused by a number of factors:
 - Changes in water use and irrigation costs;
 - Concrete repair variations;
 - Demand for aging infrastructure updates; and

- Need for re-plantings.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Section 825 of the City Code indicates “current services” mean one or more of the following:
 - (a) snow, ice, or rubbish removal from sidewalks;
 - (b) weed elimination from streets or private property;
 - (c) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26;
 - (d) installation or repair of water service lines;
 - (e) street sprinkling, sweeping, or other dust treatment of streets;
 - (f) the trimming and care of trees and the removal of unsound trees from any street;
 - (g) the treatment and removal of insect-infested or diseased trees on private property;
 - (h) the repair of sidewalks and alleys;
 - (i) the operation of a street lighting system;
 - (j) the maintenance of landscaped areas, decorative parks and other public amenities on or adjacent to street right-of-way; and,
 - (k) snow removal and other maintenance of streets in commercial redevelopment areas.
- Council ordered the work and the work was completed for 2016.
- Resolution No. 7405, adopted in 1988, established a policy for assessing the costs.
- Commercial property owners will be assessed on a per-square-foot basis; however, all single family and multi-family residential properties, plus the two churches in the area, would be exempt from the special assessment levy.
- The proposed assessment was properly filed with the City Clerk.
- Notice of the public hearing was mailed to all owners described on the assessment roll on September 13, 2017.
- The public hearing notice was published in the official newspaper on September 21, 2017.

C. CRITICAL TIMING ISSUES:

- Each year the City shall list the total unpaid charges for current services against each separate lot or parcel to which they are attributable under Section 825 of the City Code. This list is available at the offices of the City Clerk, Assessing, and Public Works.
- The assessment roll is submitted to the County Auditor and is due to Hennepin County by November 30, 2017.

D. FINANCIAL IMPACT:

- All costs to the City will be recovered through this assessment.
- Estimated and actual costs for the 77th Street maintenance services from 2003-2016 are:

<u>Year</u>	<u>Estimate</u>	<u>Actual</u>
2003	\$80,000	\$59,831.07
2004	\$80,000	\$63,842.79
2005	\$80,000	\$64,841.54
2006	\$80,000	\$69,606.52
2007	\$80,000	\$77,441.46
2008	\$80,000	\$77,000.01
2009	\$80,000	\$62,894.55
2010	\$80,000	\$64,124.81
2011	\$80,000	\$72,427.48
2012	\$80,000	\$78,286.46
2013	\$80,000	\$59,779.82
2014	\$80,000	\$71,499.01
2015	\$80,000	\$59,557.56
2016	\$80,000	\$71,489.33

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the resolutions and will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may make any changes to the assessment roll, as deemed necessary, after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
▣ 2016 Resolution	Resolution Letter
▣ 2018 Resolution	Resolution Letter
▣ Assessment Roll	Backup Material
▣ District Area Map	Backup Material

RESOLUTION NO.

**RESOLUTION ADOPTING ASSESSMENT ON
77TH STREET/INTERSTATE-LYNDALE-NICOLLET (ILN) PROJECT AREA
MAINTENANCE FOR THE PERIOD JANUARY 1, 2016 TO DECEMBER 31, 2016**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to maintenance of the 77th Street/ILN Project Area, which is approximately bounded east of I-35W and west of Cedar Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota, as follows:

1. Such proposed assessment roll in the total amount of \$71,489.33 is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of assessment levied against it.
2. Such assessment shall be payable before or during 2018 and shall bear interest at the rate of five percent (5%) from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Finance Division, except that no interest shall be charged if the entire assessment is paid by November 13, 2017. A property owner may, at any time prior to November 15, pay to the City's Finance Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the proper tax lists of the County and such assessment shall be collected and paid over in the same manner in other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO.

RESOLUTION ORDERING THE UNDERTAKING OF CURRENT SERVICE PROJECT WITHIN THE 77TH STREET/INTERSTATE-LYNDALE-NICOLLET (ILN) PROJECT AREA FOR THE PERIOD JANUARY 1, 2018 TO DECEMBER 31, 2018

WHEREAS, pursuant to ordinance, the City Council of the City of Richfield did establish a special assessment district and did propose that certain current services be undertaken by the City in the 77th Street Project Area, approximately bounded by I-35W, 77th Street, I-494 and Cedar Avenue and that the cost of such services be specially assessed against benefited property; and

WHEREAS, the City Council of the City of Richfield did also by such resolution set the date of the public hearing on the undertaking of such current service project and the levying of special assessment to bear the cost thereof; and

WHEREAS, following due notice, such public hearing was held on October 10, 2017, at which time all interested parties desiring to be heard were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota as follows:

1. That the following examples of current services of the City shall be undertaken by the City within the 77th Street/ILN Project Area, which area constitutes the special assessment district with the exception of residential properties, plus the two churches in the area, with the cost of such services to be specially assessed against the benefited property within the district:
 - a. Snow, ice or rubbish removal;
 - b. Weed elimination;
 - c. Elimination or removal of public health or safety hazards from private property, excluding any structure included under the provisions of Minnesota Statutes Section 463.15 to 463.26;
 - d. Installation and repair of water service lines;
 - e. Street sprinkling or other dust treatment of streets;
 - f. The treatment and removal of insect-infested or diseased trees on private property;
 - g. Trimming and care of trees and the removal of unsound trees;
 - h. Repair of sidewalks, crosswalks and other pedestrian walkways;
 - i. Operation of the street lighting system;
 - j. Maintenance of landscaped areas and other public amenities on or adjacent to street right-of-way; and
 - k. Snow removal and other maintenance of streets.

2. The work to be performed may be by day labor, by City force, by contract, or by any combination thereof.
3. The designated period of the project shall be from January 1, 2018, through December 31, 2018. Costs of the project shall be in the manner provided in the Richfield Ordinance Code.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

Pat Elliott, Mayor

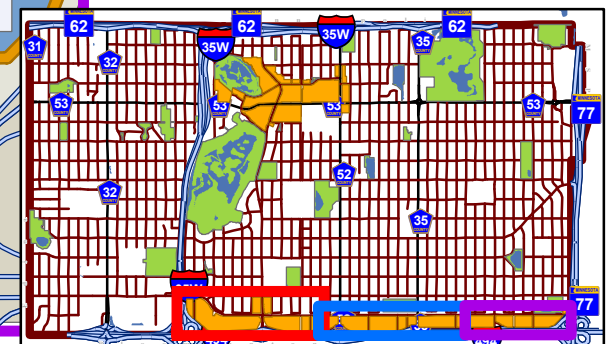
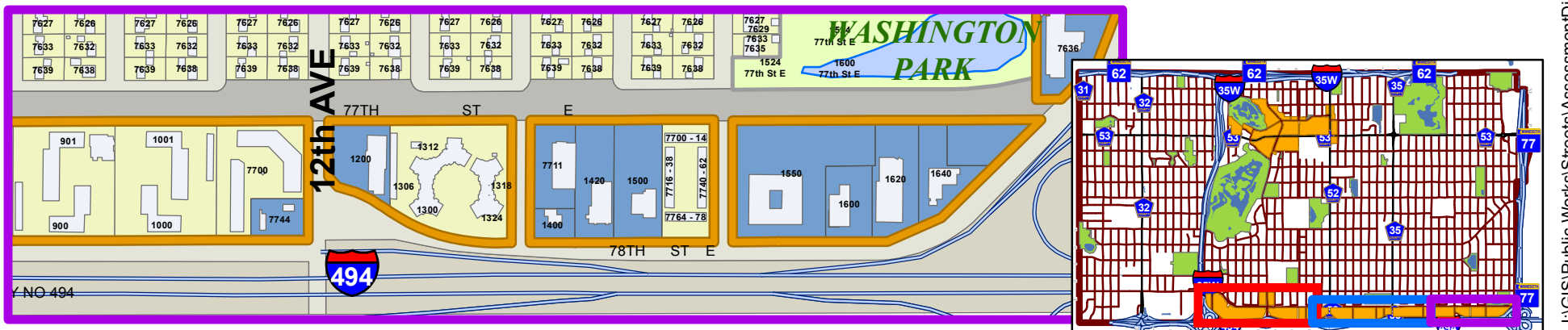
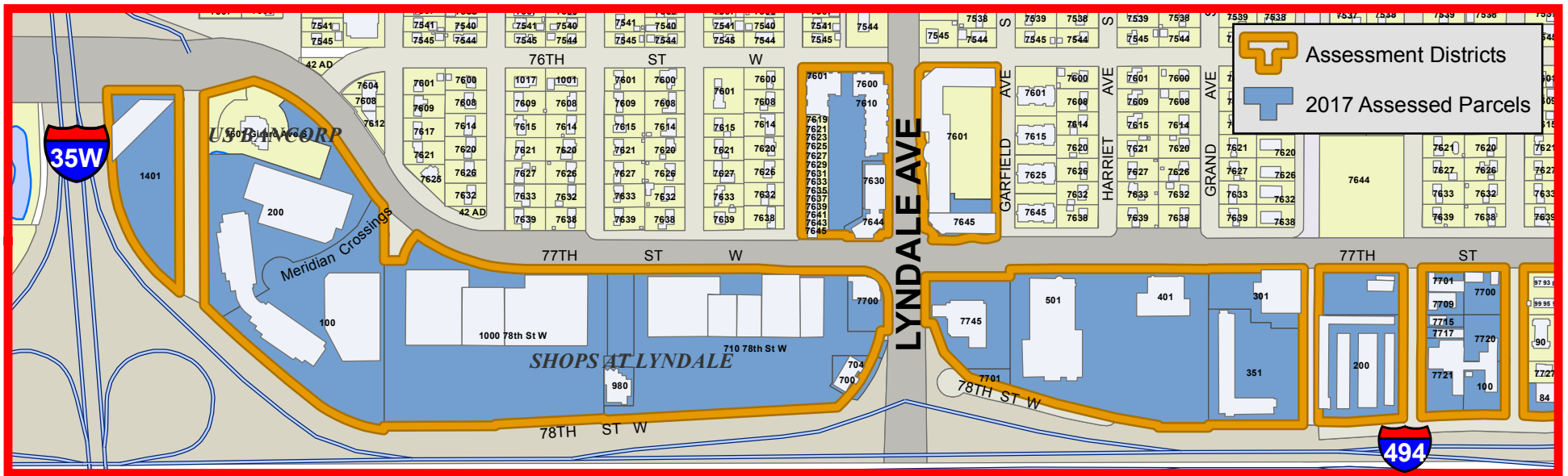
ATTEST:

Elizabeth VanHoose, City Clerk

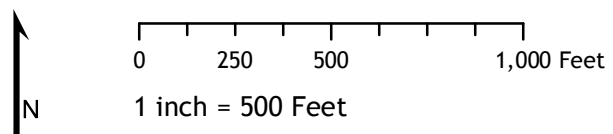
2017 77th St./ILN Project Area Assessment

PID	Address	Assessment
3302824430050	1 MERIDIAN CROSSINGS	\$ 4,062.26
3302824430049	2 MERIDIAN CROSSINGS	\$ 3,703.35
3502824440032	42 ADDRESS UNASSIGNED	\$ 32.63
3302824440236	42 ADDRESS UNASSIGNED	\$ 440.49
3302824440114	42 ADDRESS UNASSIGNED	\$ 16.31
3402824340001	84 78TH ST W	\$ 269.19
3402824340056	100 78TH ST W	\$ 432.33
3402824340053	200 78TH ST W	\$ 1,745.63
3402824330087	301 77TH ST W	\$ 913.60
3402824440037	308 78TH ST E	\$ 603.63
3402824440032	345 77TH ST E	\$ 685.20
3402824330088	351 77TH ST W	\$ 1,957.72
3402824330156	401 77TH ST W	\$ 5,603.97
3402824440028	415 77TH ST E	\$ 195.77
3402824440023	500 78TH ST E	\$ 546.53
3502824330009	616 78TH ST E	\$ 473.12
3302824440234	700 78TH ST W	\$ 318.13
3302824440232	710 78TH ST W	\$ 6,150.50
3302824440235	980 78TH ST W	\$ 220.24
3302824440231	1000 78TH ST W	\$ 7,023.31
3502824430008	1200 78TH ST E	\$ 872.82
3502824430073	1400 78TH ST E	\$ 269.19
3302824430019	1401 76TH ST W	\$ 2,145.33
3502824430074	1420 78TH ST E	\$ 905.44
3502824430076	1500 78TH ST E	\$ 1,117.53
3502824440010	1550 78TH ST E	\$ 2,618.45
3502824440031	1600 78TH ST E	\$ 628.10
3502824440008	1620 78TH ST E	\$ 1,011.49
3502824440007	1640 78TH ST E	\$ 742.30
3502824440006	1710 78TH ST E	\$ 611.79
3302824440110	7610 LYNDAL AVE S	\$ 1,737.47
3302824440113	7630 LYNDAL AVE S	\$ 228.40
3502824440004	7636 CEDAR AVE S	\$ 1,019.64
3302824440115	7644 LYNDAL AVE S	\$ 179.46
3402824330152	7645 LYNDAL AVE S	\$ 473.12
3402824330153	7645 LYNDAL AVE S	\$ 473.12
3402824330154	7645 LYNDAL AVE S	\$ 473.12
3402824330155	7645 LYNDAL AVE S	\$ 473.12
3402824330150	7645 LYNDAL AVE S	\$ 473.12
3402824330151	7645 LYNDAL AVE S	\$ 473.12
3402824340065	7700 NICOLLET AVE S	\$ 350.76
3302824440233	7700 LYNDAL AVE S	\$ 440.49
3402824440006	7700 PORTLAND AVE S	\$ 269.19
3402824340073	7700 PILLSBURY AVE S	\$ 766.77
3402824340054	7700 WENTWORTH AVE S	\$ 375.23
3402824440027	7701 5TH AVE S	\$ 252.87
3502824330006	7701 PORTLAND AVE S	\$ 416.02
3402824330082	7701 LYNDAL AVE S	\$ 122.36
3402824340061	7701 PILLSBURY AVE S	\$ 187.61
3402824430078	7701 NICOLLET AVE S	\$ 7,651.41
3402824440024	7708 5TH AVE S	\$ 187.61
3402824340060	7709 PILLSBURY AVE S	\$ 187.61
3502824430006	7711 14TH AVE S	\$ 774.93
3402824440025	7714 5TH AVE S	\$ 187.61
3402824340058	7715 PILLSBURY AVE S	\$ 97.89
3402824340059	7717 PILLSBURY AVE S	\$ 89.73
3402824340055	7720 WENTWORTH AVE S	\$ 375.23
3402824340066	7720 NICOLLET AVE S	\$ 326.29
3402824340057	7721 PILLSBURY AVE S	\$ 628.10
3502824330007	7727 PORTLAND AVE S	\$ 554.69
3402824440007	7730 PORTLAND AVE S	\$ 432.33
3402824440029	7731 4TH AVE S	\$ 391.54
3502824330008	7733 PORTLAND AVE S	\$ 513.90
3402824430005	7740 2ND AVE S	\$ 758.61
3502824340002	7744 12TH AVE S	\$ 464.95
3402824440031	7744 5TH AVE S	\$ 571.00
3402824330081	7745 LYNDAL AVE S	\$ 1,362.24
3402824430077	7745 2ND AVE S	\$ 432.32

\$ 71,489.33



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**Interstate-Lyndale-Nicollet (ILN)
Assessment District
Richfield, Minnesota**



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STAFF REPORT NO. 169
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Chris Link, Operations Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/3/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/5/2017

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding the assessment for removal of diseased trees from private property for work ordered in 2016.

EXECUTIVE SUMMARY:

The health of trees within municipal limits is threatened by shade tree diseases and it is the City's responsibility to control and prevent the spread of these diseases.

If the City deems it necessary to remove a diseased tree on private property, the property owners have three options available:

1. Remove the tree themselves;
2. Hire and pay for their own contractor; or
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

In the period from January 1, 2016, through December 31, 2016, seven (7) property owners chose the third option. The total amount to be assessed is \$10,336.69.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve a resolution adopting the assessment for removal of diseased trees from private property for work ordered from January 1, 2016, through December 31, 2016.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

In the early 1970's, the City of Richfield began a shade tree disease program to assist homeowners in the removal of diseased trees on private property. The following process is how the City ensures property owners are aware of their diseased tree(s).

Notification to Property Owners

At time of marking for removal, paperwork is left at the property which includes:

- Removal deadline;

- Reason the tree was marked for removal;
- Assessment information;
- Information regarding private contractors;
- A card postmarked to the City informing the City of owner's removal plans; and
- City staff contacts for more information.

If the tree becomes hazardous or is past the removal deadline the City sends an additional deadline letter to the property owner. The letter is sent to the last known owner as obtained from Hennepin County Property Records and verified by our utility billing records.

Occupied Properties

On confirmed occupied properties, property owners with diseased private trees have three options available for tree removal:

1. Remove the tree themselves;
2. Hire and pay their own contractor; or
3. Hire their own contractor and request the cost of the tree removal be assessed against their property tax.

Vacant Properties

In cases where the property is vacant and no owner can be found, removals must be ordered when trees have passed the removal deadline or become hazardous. A contractor then performs the removal and the cost is assessed to the property.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- The work has been completed with prior approval from the affected residents; except in cases of vacant properties.
- Minnesota State Statute requires the County be notified of all special assessments.
- The proposed assessment was properly filed with the City Clerk.
- Notices of the assessment hearing were mailed to the owner of each parcel described in the assessment roll on September 13, 2017.
- The public hearing notice was published in the official newspaper on September 21, 2017.

C. CRITICAL TIMING ISSUES:

- The unpaid charges for the removal of the diseased trees must be special assessed for certification to the County Auditor along with current taxes as stated in City Code 910.23.
- The assessment role is submitted to the County Auditor and must be reported to Hennepin County by November 30, 2017.

D. FINANCIAL IMPACT:

- The costs to be assessed for the removal of diseased trees on private property for work ordered during the period January 1, 2016, through December 31, 2016, have been determined to be \$10,336.69.
- The property owner may pay the original principal amount without interest within 30 days from the date the Council adopts the assessment. The unpaid balance will be spread over one (1) year with a five percent (5%) interest rate.
- The original source of funding to have the work done is through the City's Permanent Improvement Revolving Fund.

E. LEGAL CONSIDERATION:

- The City Attorney has reviewed the resolution and will be available to answer any questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may revise the special assessment roll, as deemed necessary, following the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

	Description	Type
D	Tree Assessment Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR THE REMOVAL OF DISEASED TREES FROM PRIVATE PROPERTY FOR WORK ORDERED DURING JANUARY 1, 2016 THROUGH DECEMBER 31, 2016

WHEREAS, costs have been determined for the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2016 through December 31, 2016 amount to \$10,336.69.

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current services related to the removal of diseased trees from private properties in the City of Richfield and the expenses incurred or to be incurred for such work ordered during the period of January 1, 2016 through December 31, 2016. The costs to the properties are as follows:

Address	PID	Amount
320 Apple Lane	27-028-24-14-0062	\$910.56
6616 Morgan Ave	28-028-24-32-0021	\$1,605.00
7324 17th Ave	35-028-24-14-0093	\$922.85
7325 Humboldt	33-028-24-13-0042	\$2,145.50
7339 Blaisdell	34-028-24-24-0114	\$1,823.68
7445 Clinton	34-028-24-41-0060	\$2,500.00
6520 15th Ave	26-028-24-13-0080	\$429.10
TOTAL		\$10,336.69

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota:

1. Such proposed assessment roll, in the amount of \$10,336.69, is hereby accepted and shall constitute the special assessment against the lands named herein, and each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.
2. Such assessment shall be payable in no more than one annual installment and shall bear interest at the rate of five (5%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Assessing Division, except that no interest shall be charged if the entire assessment is paid by November 13, 2017. A property owner may, at any time prior to November 15, pay to the City's Assessing Division the entire amount of the assessment remaining

unpaid, with interest accrued to December 31 of the year in which such payment is made.

4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 170
CITY COUNCIL MEETING
10/10/2017

REPORT PREPARED BY: Jeff Pearson, City Engineer

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director
10/2/2017

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Steven L. Devich, City Manager
10/5/2017

ITEM FOR COUNCIL CONSIDERATION:

Public hearing regarding 2017 alley paving assessments.

EXECUTIVE SUMMARY:

Paving of the three partial alleys identified for improvements in 2017 has been completed. City policy is to assess the adjacent property owners for the cost of the alley paving.

At the April 11, 2017 City council meeting, Council approved a contract with Ron Kassa Construction, Inc. for the 2017 alley paving project. The final project cost totaled \$39,246.31. This amount, which is less than the engineer's estimate, is used for the actual assessments.

RECOMMENDED ACTION:

Conduct and close the public hearing and by motion: Approve a resolution adopting the 2017 alley paving assessments.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

- In 1981, the City Council established a policy providing for the improvement of the City's alleys by concrete paving upon the receipt of petitions.
- On April 28, 1986, the City Council held a special study session to review alternative alley paving policies. It was the consensus of the Council to support the alternative that recommended paving all remaining alleys without submission of petitions.
- In 2016, staff identified four (4) partial alleys in Richfield that had yet to be paved. Staff recommended Council to move forward to have the remaining alleys paved.
- On October 11, 2016, City Council ordered the reparation of a preliminary report for the 2017 alley paving project. A resolution receiving the preliminary report, which identified four partial alleys, was approved on December 13, 2016.
- A public meeting for affected residents was held on Wednesday, January 11, 2017 from 4:30 - 6:30 PM at the Wood Lake Nature Center. Notices of the informational meeting and notices of the public hearing were mailed out separately to impacted residents. A public comment form was also mailed to impacted properties to allow those not able to attend the public hearing an opportunity to provide input.

- Any comment forms received by staff before the January 24, 2017 City Council meeting were provided to council members as part of the public hearing.
- Based on public input, it was decided to pave three of the four alleys under original consideration.
- Paving of the alleys was completed in August 2017.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- City policy is to assess the adjacent property owner for the cost of the alley paving.
- Established practice is to use concrete for all alley paving projects.
- Notice of the public hearing and notification of assessment was mailed to all affected property owners on September 13, 2017.
- Notice of public hearing was published in the official newspaper on September 21, 2017.

C. CRITICAL TIMING ISSUES:

- The assessment list must be submitted to the County Auditor and are due to Hennepin County no later than November 30, 2017.

D. FINANCIAL IMPACT:

- The cost of the improvements totaled \$39,246.31.
- All costs to the City will be recovered through this assessment to adjacent property owners over a 7-year period at a 3% interest rate.

E. LEGAL CONSIDERATION:

- The City Attorney reviewed the resolution and will be available to answer questions.
- Staff is following Minnesota Statute 429 (local improvements) process for the assessment.

ALTERNATIVE RECOMMENDATION(S):

- Council may make any changes to the assessment roll, as deemed necessary, after the public hearing.

PRINCIPAL PARTIES EXPECTED AT MEETING:

Property owners on the assessment roll.

ATTACHMENTS:

Description	Type
Alley Assessment Resolution	Resolution Letter

RESOLUTION NO.

RESOLUTION ADOPTING ASSESSMENT FOR THE 2017 ALLEY PAVING PROJECT

WHEREAS, costs have been determined for the 2017 alley paving project and the expenses incurred amount to \$39,246.31; and

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and passed upon all objections to the proposed assessment for current costs related to the 2017 alley paving project. The costs to the properties are as follows:

2017 Alley Paving Assessment						
PID	Address	Street	Footage	Cost per foot		
				\$ 40.87		
				Lump Sum	7 Year Assessment	
2702824310007	6744	Blasidell	47.38	\$ 1,936.57	\$ 276.65	Plus Interest
2702824310006	6740	Blasidell	50	\$ 2,043.65	\$ 291.95	Plus Interest
2702824310005	6736	Blasidell	50	\$ 2,043.65	\$ 291.95	Plus Interest
2702824310030	6745	Wentworth	47.38	\$ 1,936.57	\$ 276.65	Plus Interest
2702824310009	6741	Wentworth	50	\$ 2,043.65	\$ 291.95	Plus Interest
2702824310010	6737	Wentworth	50	\$ 2,043.65	\$ 291.95	Plus Interest
2602824140110	1524	66th St E	51.2	\$ 2,092.70	\$ 298.96	Plus Interest
2602824140109	1528	66th St E	43.2	\$ 1,765.72	\$ 252.25	Plus Interest
2602824140108	1532	66th St E	43.2	\$ 1,765.72	\$ 252.25	Plus Interest
2602824140111	6533	Bloomington	133.6	\$ 5,460.64	\$ 780.09	Plus Interest
3402824140027	7345	5th Ave	47.12	\$ 1,925.94	\$ 275.13	Plus Interest
3402824140028	7341	5th Ave	50	\$ 2,043.65	\$ 291.95	Plus Interest
3402824140029	7337	5th Ave	50	\$ 2,043.65	\$ 291.95	Plus Interest
3402824140030	7333	5th Ave	50	\$ 2,043.65	\$ 291.95	Plus Interest
3402824140026	7344	Portland Ave	47.12	\$ 1,925.94	\$ 275.13	Plus Interest
3402824140025	7340	Portland Ave	50	\$ 2,043.65	\$ 291.95	Plus Interest
3402824140024	7336	Portland Ave	50	\$ 2,043.65	\$ 291.95	Plus Interest
3402824140023	7332	Portland Ave	50	\$ 2,043.65	\$ 291.95	Plus Interest
		TOTAL	960.2	\$ 39,246.31		

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richfield, Minnesota:

1. Such proposed assessment roll, in the amount of \$39,246.31, is hereby accepted and shall constitute the special assessment against the lands named herein, and

each tract of land therein included is hereby found to be benefited by the proposed current services in the amount of the assessment levied against it.

2. Such assessment shall be payable in no more than seven (7) annual installments and shall bear interest at the rate of three (3%) percent from the date of adoption of this assessment resolution.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City's Assessing Division, except that no interest shall be charged if the entire assessment is paid by November 13, 2017. A property owner may, at any time prior to November 15 pay to the City's Assessing Division the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment roll to the County Auditor to be extended on the property tax lists of the County and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Richfield, Minnesota this 10th day of October, 2017.

Pat Elliott, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk